Case Reported this Week.

(Before the Vacation Judge.)

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CURRENT TOPICS.

WE LEARN with regret that Mr. Registrar KOE has not derived the benefit to his health which was anticipated when he obtained leave of absence, and that his present condition will necessitate his resignation.

THERE WILL BE no further sittings of the Vacation Court, which has sat on nine days since the 12th of August. On Wednesday last Mr. Justice DENMAN had before him a short list of eighteen applications, which were disposed of at a comparatively early hour.

IN SPITE of disastrous weather, the Leeds meeting of the Incorporated Law Society passed off very satisfactorily. Everything was done by the local law society to promote the comfort of the visitors, and although the atmospheric surroundings were depressing, and the papers read were not all very lively, we believe that Yorkshire hospitality afforded more than adequate compensation. The value of these semi-social gatherings, in promoting united action in the profession, and in bringing before the solicitors of particular localities the advantages of connection with the Incorporated Law Society, can hardly be over-estimated.

THE CAUSE LISTS for the Michaelmas Sittings will not be published before next week, but the following number of cases which will appear in the lists will, with some small exceptions, be found to be correct. The Court of Appeal will have before it 61 final appeals and 7 interlocutory appeals from the Chancery Division, 2 from the County Palatine of Lancaster, 53 final and 10 interlocutory appeals from the Queen's Bench Division, 12 from the Probate, Divorce, and Admiralty Division, and 3 bankruptcy appeals. The total of these is 148, whereas the total in the Trinity Sittings list was 126, and a year ago was 212. The Chancery lists will contain 114 cases before Mr. Justice KAY, 113 before Mr. Justice CHITTY, 112 before Mr. Justice NORTH, 124 before Mr. Justice STIRLING, and 130 before Mr. Justice KEKEWICH, making in all 593 cases as compared with 578 in the Trinity lists and 818 in the list of Michaelmas, 1888. The cause list of the Queen's Bench Division contains 1,400 cases, and includes 1,024 actions for trial, of which 419 are without juries. This total shews a considerable increase on those of previous sittings. At Trinity, 1889, the total was 1,029, 856 being actions for trial, of which 455 were without juries; and at Michaelmas, 1888, the total was 1,143, 865 being actions for trial, of which 425 were without juries. In the Probate, Divorce, and Admiralty Division there is a list of 315 cases, as compared with 276 at Trinity, 1889, and 208 a year ago.

WE PRINT elsewhere a letter on the present condition of legal education, written from the point of view of one of the class of shrewd and able men who, as examiners and private tutors, now do the work which ought to be done by public lectures. It will be seen that he concurs in our surmise that the character of the examinations is the cause of a great deal of the cramming which is in vogue. As regards the Incorporated Law Society, is it not the fact that some weeks' reading with an experienced "coach" is sufficient to enable an articled clerk of ordinary application and ability to pass the final examination? Perhaps someone who has recently undergone the ordeal will tell us in detail the kind of instruction he obtained from his "coach." Was it as to legal principles, capable of being usefully applied in practice in after life, or was it in the nature of "tips," derived from an attentive study of the papers set? Was he told, "Now be sure to remember the number and chapter of that statute, even if you forget all else about it—So-and-so will be sure to ask them"? Or was the correct definition of an "agricultural gang" carefully instilled into the student? We do not agree with our correspondent in thinking that the standard of the examinations should be raised, if he means that a wider range of subject should be required, but we do think it probable that a very extensive change is needed in the kind of questions asked at some of the examinations; we do not imagine that anyone will deny that they ought to be directed to eliciting knowledge of principle, and not mere facts committed to memory. If the Council of the Incorporated Law Society wish to prevent their lecture rooms from being closed, they will do well at once to institute an inquiry into this subject.

MR GRINHAM KEEN'S address at the Leeds meeting properly consisted, to a considerable extent, of a survey of the leading questions dealt with in the last report of the Council of the Incorporated Law Society. We say properly consisted, because we think it of great value to the society and the profession that publicity should be given to the views and action of the council on past and current legal questions. But for the annual provincial meeting the public at large would be ignorant of the influence exercised by this body in so many different directions—perhaps even ignorant of its existence. Learned judges, just returned from their vacation rambles, but not yet immersed in work, are exactly in the mood to read and ponder the summary of the year's doings and the suggestions which they find in the president's address, and even the highest legal authorities, and legislators, may not be unwilling to beguile their holiday by ascertaining the views of leading solicitors on questions which are likely to come before Parliament. Each of these classes will find much of interest in Mr. KEEN's remarks, but his most pointed observations are addressed to the framers of rules of court. He very properly calls attention to the expediency of obtaining the opinion of the council of the Incorporated Law Society and the Bar Committee before the issue of new rules, either by means of representation of these bodies on the Rule Committee or by a statutory right of consultation. Little argument in favour of this is necessary beyond a recital of the well-known facts relating to the famous (or infamous) taxation rules of the present year (would that the less-known facts relating to those rules could be made public). Put plainly, the case for the change is this: The learned judges who constitute the Rule Committee have to legislate as to matters of which they have no practical knowledge; they are, therefore, liable, not merely to err in alterations devised by themselves, but also to have schemes foisted upon them by persons outside the committee, as to the practical working of which at present they have no means of judging. All this would be obviated if, as the Solicitors' Committee on the Taxation Rules suggested, a sufficient opportunity were afforded to the representatives of the profession for the consideration in draft of any proposed rules. We think that the president has shewn excellent judgment in putting this matter in the forefront of his address, and in urging that unremitting attention should be directed to it. We believe that constant and steady pressure will be necessary to secure the concession, and Mr. KEEN will do a great work for the profession if, before the end of his year of office, he succeeds in obtaining it.

He is probably right in limiting the demand for the present to rules relating to the High Court and the county courts; but it seems to us that he rather missed a point in not drawing attention to the extent to which legislation by rule is creeping in. He might have pointed out, for instance, that Sir HARDINGE GIFFARD, who, in 1883, protested in the House of Commons against the "silent and secret mode of altering the law" by rules, has, since he became Lord Chancellor, devoted every effort to extending this objectionable practice. He proposed in the Land Transfer Bill to leave a most important part of the scheme to be settled by rules, and, towards the close of the last session, he introduced a Public Trustee Bill which was nothing more than a peg on which he or his draftsman might hang any provisions on the subject which might seem to him desirable. The Bill, in fact, as Mr. H. H. FOWLER said in the House of Commons, was not to legislate, but to give the Lord Chancellor the power to legislate.

IN HIS PAPER on "A Court of Criminal Appeal," read before the meeting of the Incorporated Law Society, Mr. DIGBY THURNAM devoted himself chiefly to a criticism of the proposals of the Criminal Code Commission as incorporated in the Criminal Code Bill introduced by the Government in 1879 and 1880 by the then Attorney-General, Sir JOHN HOLKER. We recently drew attention (*ante*, p. 682) to the considerations which make for and against the establishment of such a court; but if we are to have it, it seems plain that it should be made as strong as possible, and that its decision, apart from the exercise of the royal prerogative of mercy, should be final. Upon these grounds Mr. THURNAM seems fully justified in asking that two members of the Court of Appeal should be added to the five judges of the High Court, of whom the court recommended in the Bill was to be composed. The dignity of their position and the reputation which they actually enjoy would largely increase the authority of the court both with the public and with the profession, and if the reform is to have any effect in withdrawing criminal matters from popular agitation, it is essential that such authority should be firmly established. His next criticism, as to allowing appeals to the House of Lords, is equally just. There can be no adequate reason assigned for such an extension of the proceedings, and it is specially open to the objection that justice might be delayed for a lengthened time by the power of the purse. Appeals upon matters of law are of course at present entertained by the Court for Crown Cases Reserved, but the suggestion that the new court should be allowed on such appeals to order a new trial is obviously in the right direction, and would obviate the absurdity of such a case as *Reg.* v. *Gibson* (18 Q. B. D. 537), where a conviction had to be quashed because some evidence had been wrongly admitted, although there was quite sufficient left to support it. The main point, of course, relates to appeals on matters of fact, and this raises distinct questions as to evidence received at the trial, and evidence which comes to light afterwards. With regard to the first, it is clearly right that the judge should have a voice, and should not allow the Court of Criminal Appeal to be set in motion without some reasonable ground. As to the second, it is suggested that the Home Secretary should be empowered to permit an appeal, and this of course is based upon the power which he now possesses. He would thus have but to sift the new evidence to see if there was anything in it; if there were, he would escape the responsibility of deciding finally upon it. But this means, at the same time, that he would have to get up the whole case from the beginning, and it seems a pity to throw such labour upon him when the judge who heard it is conversant with all its details. If the latter is to be trusted to exercise a discretion with regard to the evidence before him at the trial, he can equally well exercise it with regard to later evidence, and he is in a position to do this with the least amount of trouble. It seems not unreasonable, then, that upon him the duty should be cast of sanctioning all applications to the Court of Criminal Appeal. Mr. THURNAM has an interesting criticism on the proposal that appeals shall be brought by a motion for a new trial on the ground of the verdict being against *the weight of the evidence*. He points out that this expression is properly applicable only in civil cases where a jury is bound to come to some conclusion, and for that purpose may have to decide between conflicting and nicely-balanced testimony. But in criminal cases, if the evidence is in this condition, it is their duty to acquit the prisoner; they cannot convict him unless it removes all reasonable doubt as to his guilt.

DR. WHITE'S PAPER on "The Contracts of Married Women," usefully called attention to some of the decisions on the Married Women's Property Act, 1882, and shewed the fallacy of supposing that married women are thereby rendered personally liable in respect of their contracts, or that the property they actually enjoy can be made available for the payment of their debts. Doubtless some of the decisions would have surprised the framers of the Act, and, while they have been unpleasant to creditors, they have sometimes been startling enough for the married women themselves. Witness the extraordinary results of section 19, to which we have frequently called attention, according to which a settlement made before the Act to protect a wife against her husband may now have the effect of giving him a control over property which the Act has specially intended to be her separate estate. From the point of view of creditors it is not surprising that Dr. WHITE finds fault with *Palliser* v. *Gurney* (35 W. R. 760, 19 Ch. D. 519), which decided that if the married woman had no separate estate at the time of the contract, it is useless for a creditor to expect to be able to obtain payment out of separate property subsequently acquired. But this is only one of the results of holding that the Act does not in the least make the married woman liable personally, but only subjects certain specified parts of her property to the claims of her creditors. Another result is that a judgment creditor cannot get her committed to prison under section 5 of the Debtors Act, 1869 (*Draycott* v. *Harrison*, 17 Q. B. D. 147), nor can he issue a bankruptcy notice against her under section 4, sub-section (1), of the Bankruptcy Act, 1883 (*Ex parte Coulson*, 36 W. R. 142, 20 Q. B. D. 249). In the first case it is necessary that there should be a debt due from the married woman, and in the second that there should be a judgment against her personally. But neither requirement is satisfied. There is no debt due, there is no personal judgment. All that the creditor has obtained is the power to resort for payment of his debt to certain property, and with the married woman herself he has nothing to do. This state of the law is undoubtedly anomalous, and is not likely to survive any further legislation that may take place on the subject. As to Dr. WHITE'S further complaints that property is placed out of reach of creditors by means of restraints against anticipation, there is more to be said. Where the property is free, the married woman may reasonably be made as fully liable as though she were a man. But the object of restraining her from anticipation is to insure that she shall in any event have a safe means of support, and the Legislature is more likely to leave creditors to take due precautions for their safety before the debt is contracted than to interfere with this useful and well-established institution.

IN A PAPER on the "Enfranchisement of Small Copyholds," read at the Leeds meeting, Mr. HEPBURN gave the results of his experience as to the assessment of the compensation to be paid to the lord. In general, the suggestions which he offers do not differ materially from the scale of compensation in ordinary cases of enfranchisement of copyholds of inheritance issued by the Land Commissioners in February, 1888. Thus, in case of fines arbitary, assumed to be two years' annual value, and payable on death or alienation, he says four years' annual value will be a fair compensation in a small enfranchisement. The example which he takes is that of a copyhold cottage and garden, worth about £8 per annum. The scale of the Commissioners varies considerably according to the age of the tenant, from 2·29 years' purchase of the fine arbitrary, where he is five years old or under, to 5·16 years' purchase where he is 100 or upwards. But the four years' purchase recommended by Mr. HEPBURN agrees substantially with the table when the tenant is between forty and seventy years of age. It may be remarked, however, that, whether the property is small or large, the use of the more correct calculation of the table is just as easy as the adoption of any fixed multiplier, and, inasmuch as up to the age of fifty-seven the multiplier of the table is under four, it seems that Mr. HEPBURN'S method must in general be too advantageous to the lord. So too, with regard to fines certain, he multiplies half the fine by four,

while the scale adopts as before the more exact multiplier based upon the age of the tenant. Reliefs are put in the scale on the same footing as fines certain. Mr. HEPBURN multiplies the whole amount of them by from one and a half to two and a half, or half the amount; if this fraction be taken as in fines certain, by from three to five. If the actual multiplier between these limits is fixed according to age, the method agrees practically with the scale. Quit rents both authorities assess at twenty-five years' purchase. Where the land has a prospective building value, and is intended to be sold, Mr. HEPBURN suggests that the lord should have a definite proportion—one-fifth—of the purchase-money. Here, again, the result is more favourable to the lord than the scale. There the annual value is to be taken as one twenty-fifth part of the value of the fee simple—that is, of the purchase-money. If this be multiplied by the appropriate figure in the table—for a tenant of thirty years of age it is three—we get three twenty-fifths, or about one-eighth. The assessment of heriots is, of course, more difficult, as these depend upon the condition in life of the tenant, and upon the consideration whether the heriot can be seized as well without as within the manor. Accordingly, Mr. HEPBURN, like the scale, can do little more than suggest the average value of the last three heriots actually paid as a working basis, and really leave the matter to the special circumstances of each case. Upon the whole it appears that the scale is as easy to apply as Mr. HEPBURN's rules, and the authority it possesses ought to make it a good basis for voluntary assessment in all cases, whether the property be large or small.

DETERMINABLE AND PROTECTED LIFE INTERESTS

IN this article we propose to discuss some of the questions which arise on the forms of trusts conferring determinable and protected life interests. We do not intend to discuss the law relating to them, which will be found stated concisely in Elphinstone Introd. Conv., and at greater length in 3 Davidson Prec. 109 *et seq.*, and in Vaisey on Settlements, 947. It suffices for our purpose to state that (1) it is not possible to settle land in fee simple, or an absolute interest in personal property, on any person, except a married woman, so as to prevent him from alienating the interest that he takes (see this and the exception discussed and explained, Co. Lit. 223a, 223b), or so as to prevent the property from passing to his trustee in bankruptcy: *Brandon* v. *Robinson* (18 Ves. 429); (2) on the other hand, it is possible to settle income on a person until he charges or alienates it, or until he becomes bankrupt, subject to the exception that a settlement on a person of the income of his own property during his life till he becomes bankrupt is considered a fraud, and is void against creditors, and therefore the income passes during his life to his trustee in bankruptcy. The case of *Re Detmold* (40 Ch. D. 585), decided since the publication of Mr. VAISEY's work, ought to be mentioned, as it decided for the first time that it is possible to frame a trust of the settlor's own property for himself during his life, with a gift over on involuntary alienation by process of law in favour of a particular creditor as distinguished from creditors generally.

The phrase "determinable life interest" requires some explanation. The event on which the trust is to determine may be of any nature, subject to the exception above pointed out, and subject to the further exception that where the subject of the gift is personalty or a mixed fund of realty and personalty (*Bellairs* v. *Bellairs*, L. R. 18 Eq. 510) the trust cannot be made determinable by a general condition subsequent in restraint of marriage. For instance, a life interest may be given to A., and it may be made to cease on the marriage of B. and C., or on A. going to Paris. A life interest of this nature is, strictly speaking, determinable, but in the sense in which "determinable life interest" is commonly used by conveyancers, and which we shall adopt in this article, the event on the occurrence of which the life interest is to determine is restricted to an event which prevents the tenant for life from having the personal enjoyment of the property.

There are two manners of making the life interest determinable: the primary trust may be for life, subject to a condition subsequent, or the trust may be for life till the event happens. The latter is the form more commonly used at the present day, and we shall confine our remarks to it.

The ordinary form, as given in 3 Davidson Prec. 821, runs as follows:—

"To the said A. during his life or until he shall become a bankrupt, or shall assign, charge, or incumber, or attempt or affect to assign, charge, or incumber the said income or some part thereof, or shall do or suffer something whereby the same or some part thereof would, through his act or default, or by operation or process of law or otherwise, if belonging absolutely to him, become vested in or payable to some other person or persons."

It will be observed that the form provides for determination on (1) bankruptcy, (2) alienation, (3) charging, (4) attempting to alienate or charge, (5) doing or suffering anything whereby the income, if belonging absolutely to him, would become vested in or payable to another person.

The words "attempting to alienate or charge" appear to be inserted under the idea that possibly a forfeiture would not be created by an instrument purporting to alienate or charge, but this view is erroneous: *Barnett* v. *Blake* (2 Dr. & Sm. 117) and *Kearsley* v. *Woodcock* (3 Ha. 185). Mere negotiations for a mortgage are not an attempt to charge: *Jones* v. *Wyse* (2 Keen, 285) and *Graham* v. *Lee* (23 Beav. 388). It appears to follow that these words are superfluous, and may be omitted with safety.

The fifth provision, "do or suffer anything," &c., requires some attention. In some of the older forms the words "or suffer" were omitted, and it was held that proceedings *in invitum*, such as the registration of a judgment, having the effect of creating a charge under 1 & 2 Vict. c. 110, s. 13, bankruptcy and outlawry, did not create a forfeiture (see the distinction between "do" and "suffer" discussed in *Doe d. Mitchenson* v. *Carter* (8 T. R. 57).

The practical result appears to be that the fifth provision, "do or suffer any thing," &c., includes all the others, and may safely be used alone.

In cases where the life interest is not given immediately, as where a life interest is given by will, or where a life interest in remainder is given by a settlement, it is obvious that the beneficiary may lose his enjoyment of the property by something happening before his life interest falls into possession; this is guarded against by a condition precedent. The form given in 3 Davidson Prec. for a life interest in remainder is as follows:—

"And after the death of A. shall, if B. shall survive her, and shall not have been or become a bankrupt, and shall not have assigned, charged, or incumbered, or attempted or affected to assign, charge, or incumber, the said income or any part thereof, or have done or suffered anything whereby the same or any part thereof would, through his act or default, or by operation or process of law, or otherwise, if belonging absolutely to him, have become vested in or payable to some other person or persons, pay the said income to the said B. during his life or until, &c. [*as in preceding form*]."

The criticisms that we have made on the language by which a present determinable life interest is conferred, are applicable to the language of this form; the clause beginning "have done or suffered anything" appears to include the other clauses, and therefore may be used alone.

A short form adapted to the case of a will, founded on this reasoning, will be found in 2 K. & E. 709, "shall pay the income of the said trust premises to the said K. during his life, unless and until some event shall happen whereby, if the same income belonged absolutely to him, he would be deprived of the personal enjoyment thereof or of any part thereof."

Independently of the other advantages of using short forms, there is a strong reason for using the short form in the present case—namely, that it avoids the use of the term "bankruptcy," a term which is constantly objected to in a settlement, and the use of which in a will might seem as if the testator was desirous of giving a posthumous insult to the tenant for life. It should perhaps be noticed that CAVE, J., expressed an opinion in *Ex parte Dawes* (17 Q. B. D., at p. 282) that it is difficult to understand the meaning of the words "whereby the income would become vested in someone else." Notwithstanding the criticism of the learned judge, the words are well understood by conveyancers and may be safely adopted.

Where a forfeiture is incurred by the tenant for life assigning or charging his interest, he does not regain his interest by taking a re-assignment of his estate or a release of the charge. This is generally in accordance with the intention if the life interest is made simply determinable; but this is not the case where the life interest is protected by a discretionary trust.

The phrase "a protected life interest" has acquired, or, rather, we ought perhaps to say, is in the process of acquiring, a technical meaning; it is used in cases where trusts are to arise on the cesser

of a determinable life interest for the application of the whole or any part of the income, during the residue of the life of the person who had incurred the forfeiture, for the benefit of one or more of several persons of whom he is one.

There is but little scope for variations in the form, which will be found at 3 Davidson's Prec. 835, and 2 K. & E. 442 and 443. The only points to be attended to are: (1) That a sufficient number of persons are made objects of the discretionary trust. It may happen, if the principal beneficiary and his wife and children are the only objects of the trust, that the protection may cease owing to the death of the wife and the death or failure of the children, as in that case the principal beneficiary becomes the only object of the trust. (2) That the surplus income not applied under the primary trust is disposed of; the best way, perhaps, is to give it to the persons who would be entitled thereto if the principal beneficiary were dead.

It appears possible to frame the trust for the determinable life interest so as to avoid all reference to the event on the occurrence of which it is to determine, as in the following form. If this form is used it will probably be possible, if a forfeiture has been incurred by an assignment or charge, to put the matter right by a reassignment of the life interest or a release of the charge:—

"The trustees shall pay the income of the trust premises to A. during his life, except during any part thereof, while such income or any part thereof, if belonging absolutely to him, would be vested in, payable to, or charged in favour of another person or a corporation, and during the excepted part of his life shall hold such income upon the same trusts as if he were dead."

The reader will have no difficulty in inserting the discretionary trust if desired after the last "life"; for this case say in the ultimate clause "the residue of such income." We proceed to state shortly the probable effect of this clause in some of the cases of common occurrence:—

First, let the tenant for life become bankrupt. In this case a forfeiture is incurred, this forfeiture is absolute, as, if the income belonged to the tenant for life absolutely, it would during the whole of his life belong to his trustee in bankruptcy.

Secondly, let the tenant for life assign or charge. It is probable that if an instrument is executed purporting to be a reassignment or a release of the charge, the tenant for life will again be entitled to the income, for, although nothing passes by such instrument, his life interest would have been revested in him if it had belonged absolutely to him, it is no longer payable to, or charged in favour of, a stranger.

Thirdly, let the life interest be taken in execution. There is a forfeiture till the execution is removed.

LEGISLATION OF THE YEAR.

PUBLIC LIBRARIES.

(Public Libraries Acts Amendment Act, 1889 (52 Vict. c. 9)).

This Act introduces two convenient changes in the Public Libraries Act, 1855, so far as concerns the establishment of public libraries in parishes. This is provided for by section 8 of that Act, and directions are given for the calling of a public meeting of ratepayers to decide on the adoption of the Act for the parish. Section 13 provides that the expenses of the meeting, and the expenses of carrying the Act into execution in the parish, shall be paid out of a rate "to be made and recovered in like manner as a poor rate," and for the purpose of such rate arable and other lands are to be assessed in respect of one-third only of the net annual value. The present Act adopts the more convenient course of making the rate part of the poor rate itself, providing by section 1 for the repeal of section 13 of the Act of 1855, and for the payment of the expenses in question "out of a rate to be raised *with and as part of* the poor rate." The consequential change is made that persons assessed in respect of arable and other privileged lands are to be entitled to an allowance of two-thirds.

The other change relates to joint libraries for several parishes. Under the general provisions of the Act of 1855, the Act can only be adopted in parishes having a population of over 5,000 persons; but section 14 provides for its adoption by the vestries of two or more neighbouring parishes having between them an aggregate population exceeding the same number. In such cases the vestry of each parish may consent to having in one of them a joint library for the use of all, and commissioners from each parish form one body of commissioners for the execution of the Act. By section 3 of the present Act the separate commissioners appointed under the general provisions of the Act of 1855 are empowered, with the consent of the vestries, to enter into agreements for sharing between the parishes the cost of the erection of library buildings, situated in any one parish, and the maintenance of the library.

COMMISSIONERS FOR OATHS.

(Commissioners for Oaths Act, 1889 (52 Vict. c. 10)).

This Act amends and consolidates the numerous statutes relating to the taking of affidavits, declarations, acknowledgments, and other forms of written evidence. To understand the repeals which have been effected, and the manner in which the hitherto existing law is reproduced and amended, it will be convenient to deal with the statutes in the following classes:—

i. Statutes relating to the appointment of commissioners to take affidavits to be used in the superior courts of law and equity.

ii. Statutes relating to the taking of affidavits for use in certain local and other courts.

iii. Statutes relating to the taking of affidavits out of England.

i. The first group of statutes have already been superseded by the Judicature Act of 1873, but hitherto they have not, with one exception, been repealed. For the courts of common law at Westminster commissioners were appointed under 29 Chas. 2, c. 5 (repealed by 42 & 43 Vict. c. 59) by the judges of those courts. Hence a practice sprung up of appointing within ten miles of London only the judges' clerks. This was checked by 22 Vict. c. 16, which provided for the appointment of "London commissioners to administer oaths at common law." In chancery affidavits were formerly taken before masters extraordinary in chancery, but these were abolished by 16 & 17 Vict. c. 78, and the Lord Chancellor was empowered to appoint "commissioners to administer oaths in chancery in England," and within ten miles from Lincoln's-inn Hall "London commissioners to administer oaths in chancery." This dual system of course came to an end upon the union of the two sets of courts, and by the Judicature Act, 1873, s. 84, the appointment of commissioners to take affidavits for use in the Supreme Court was vested in the Lord Chancellor. The above Acts accordingly became obsolete, and are now (with a slight exception) entirely repealed. The present system is continued by section 1 (1) of the new Act, which provides for the appointment by the Lord Chancellor of "practising solicitors *or other fit and proper persons*" to be commissioners for oaths. The words in italics do not appear to make any difference in the law, though in practice of course only solicitors are appointed.

ii. The second group of statutes relate to the appointment of commissioners to take affidavits for use in certain local or other courts, but all of them appear already to have become obsolete. Thus, 16 & 17 Charles 2, c. 9, relates to the Court of the Duchy Chamber of Lancaster, which formerly sat at Westminster, and another, 17 Geo. 2, c. 7, to the courts of the County Palatine of Lancaster. The Court of Common Pleas at Lancaster—together with the Court of Pleas at Durham, to which 4 Geo. 3, c. 21, referred—ceased to exist under section 16 of the Judicature Act, 1873, and affidavits in the Chancery Court of Lancaster were allowed to be sworn before the ordinary commissioners of oaths in chancery by 16 & 17 Vict. c. 78, s. 7. Two statutes, 4 & 5 Will. 4, c. 42 and 2 & 3 Vict. c. 58, s. 6, relate to the Court of the Stannaries of Cornwall, but the Stannaries Act, 1869, has already provided for the use in that court of affidavits sworn before the ordinary commissioners. The repeal, therefore, of the above statutes does not appear to make any change in the law, but it is now comprehensively enacted by section 1 (2) that the commissioners appointed by the Lord Chancellor may administer oaths and take affidavits "for the purposes of any court or matter in England." With regard to county courts, this has already been provided in effect by 19 & 20 Vict. c. 108, s. 58, but the rule thus laid down continues the provision, and is applicable to all courts alike. Under 20 Geo. 2, c. 42, the expression England is to be taken to include Wales and Berwick-on-Tweed. Four statutes, 17 & 18 Vict. c. 78, ss. 7—10, 20 & 21 Vict. c. 77, s. 27, 21 & 22 Vict. c. 95, ss. 30—34, and 21 & 22 Vict. c. 108, ss. 20—23, provided for the taking of affidavits for use in the old admiralty, probate, and divorce courts. These of course became obsolete when those courts were made into a division of the High Court, and the sections referred to are now repealed. Section 1 (2) of the present Act also re-enacts the provision of the Solicitors Act, 1877 (40 & 41 Vict. c. 25), s. 18, which authorized commissioners for oaths to take oaths for "ecclesiastical courts or jurisdictions, or matters ecclesiastical in England, or matters relating to applications for notarial faculties." It also continues the policy of 32 & 33 Vict. c. 38 by authorizing commissioners for oaths to take "any bail or recognizance in or for the purpose of any civil proceeding in the Supreme Court, including all proceedings on the revenue side of the Queen's Bench Division." The last two enactments are accordingly repealed. One more point is mentioned in the sub-section—viz., that the commissioners may take oaths in "matters relating to the registration of any instrument, whether

under an Act of Parliament or otherwise." This apparently sets at rest the question which arose in the *Middlesex Registry case*, whether the oath required to be taken under 7 Anne c. 20, s. 5, could be taken before a commissioner to administer oaths in the Supreme Court appointed under the Judicature Act, 1873, a question which it will be remembered the Court of Appeal expressly refrained from deciding (36 W. R. 775, 32 SOLICITORS' JOURNAL, 623). Section 1 (3) provides that a commissioner shall not exercise his powers in any proceeding in which he is a solicitor to any of the parties to the proceeding, or clerk to any such solicitor, or in which he is interested. This repeats in a somewhat more extensive form R. S. C., ord. 38, r. 16, but it does not seem to touch the decision in *Foster* v. *Harvey* (11 W. R. 899), that a plaintiff, who was a solicitor, but appeared by independent solicitors, might swear an affidavit before his own clerk. The prohibition against this must, therefore, still be looked for in R. S. C., ord. 38, r. 17.

Putting aside for the moment the third group of statutes referred to above, it will be convenient to notice sections 2, 4, and 5 of the present Act, relating to other persons besides commissioners who are empowered to take oaths, and to the details to be specified in the jurat. Section 2 contemplates three classes of persons as thus empowered—(i.) officers of a court for the time being so authorized by the judge of the court, (ii.) persons having authority under any rules or orders regulating the procedure of the court, and (iii.) persons directed to take an examination in any cause or matter in the Supreme Court. All these persons are to have authority to administer oaths and take affidavits for any purpose connected with their duty. Under the definition of the first class, all judges appear now to have statutory power to authorize the officials of their courts, or any persons having duties in relation thereto, to administer oaths for purposes connected with their duties. The second class includes persons empowered by the rules of the Supreme Court and other courts, so far as they are acting in connection with their official duties. Thus by R. S. C., ord. 65, r. 27 (25), taxing officers, and by ord. 55, r. 16, chief clerks in the Chancery Division, may administer oaths for the purpose of proceedings before them. But apparently this sub-section would not include persons who have a general power to receive oaths, not in connection with their official duties, such as district registrars, and masters, and clerks in the filing and record department, under the Judicature Act, 1873, and R. S. C., ord. 38, r. 4, and ord. 61, r. 5. Section 4 confers on the Lord Chancellor power to authorize persons to administer oaths for any purpose relating to prize proceedings in the Supreme Court whilst such persons are on the high seas or out of her Majesty's dominions. This takes the place of section 11 of 17 & 18 Vict. c. 78, which is now repealed. Section 5 enacts substantially the provision of R. S. C., ord. 38, r. 5, and requires the place and date of taking an oath or making an affidavit to be stated in the jurat.

iii. The third group of statutes now repealed refer to the taking of affidavits out of England. By 3 & 4 Will. 4, c. 42, s. 42, the power of the Lord Chancellor and of the common law judges was extended to the granting of commissions for taking affidavits in Scotland and Ireland, and further powers for the same purpose were conferred on the Lord Chancellor by 6 & 7 Vict. c. 82, ss. 1—4. Other statutes referred specially to affidavits taken for proceedings in chancery. Thus the statute 15 & 16 Vict. c 86, ss. 22—24, provided that such affidavits might be taken in Scotland, or Ireland, or the Channel Islands, or any colony, &c., under the dominion of her Majesty in foreign parts, before any judge, court, notary public, or any person lawfully authorized to administer oaths in those places, and as to foreign parts out of her Majesty's dominions, before any of her Majesty's consuls or vice-consuls. 16 & 17 Vict. c. 70, s. 57, extended this to affidavits made in matters in lunacy, and 16 & 17 Vict. c. 78, s. 6, extended it specifically to the Isle of Man. These provisions have been made applicable to proceedings in the High Court generally by R. S. C., ord. 38, r. 6. By the present Act all the above statutes are repealed, and their object is attained more shortly by section 3. This provides that affidavits may be made in any place out of England "before any person having authority to administer an oath in that place." Thus in Scotland and Ireland, and other places in her Majesty's dominions, the affidavit may be taken either before commissioners for oaths appointed in the usual way by the Lord Chancellor or before any local authority whose province it is to administer oaths. But the provision goes further than this, and gives statutory sanction to the old practice of the Court of Chancery to allow affidavits, in places where no consul was accessible, to be made before any local authority having power to administer oaths. Possibly, however, this has already been effected by the operation of the 76th section of the Judicature Act, 1873, on the provision to this effect applied to the old Court of Probate by 21 & 22 Vict. c. 95, s. 31, and so it was held by Field, J., in *Cooper* v. *Moon* (W. N., 1884, p. 78). At any rate, section 3 (1) of the present Act allows affidavits to be made in any place out of England by any person duly authorized without specifying whether his authority is to be derived from English or from foreign law. Sub-section (2), however, perpetuates the settled distinction on this point. If the authority is not derived from the law of a foreign country, judicial and official notice is to be taken of the seal or signature attached to the affidavit. Upon other cases the sub-section is silent, but presumably the present rule remains in force, that the authority of the person before whom the affidavit is made, and his signature, must be verified by affidavit, unless the amount in dispute is small (see the cases collected in the Annual Practice, p. 584).

But several statutes have created further facilities for making oaths in foreign parts by utilizing for this purpose ambassadors and consuls and similar officials. Thus, as regards foreign places generally, authority was conferred by 6 Geo. 4, c. 87, s. 20, on consuls-general and consuls to administer oaths and perform notarial acts, and by 15 & 16 Vict. c. 76, s. 23, this was specially conferred with regard to affidavits required to found proceedings against defendants residing out of the jurisdiction. By 18 & 19 Vict. c. 42 similar powers were conferred on ambassadors and their subordinates, and on consular officers and agents generally. By the present Act these statutes are repealed, and the substance of them is reproduced in section 6. Sub-section (1) confers upon all the above officers power to administer any oath and take any affidavit, and also to do any notarial act which any notary public can do within the United Kingdom; and such oaths, affidavits, and acts are to be as effectual as if administered, sworn, or done by or before any lawful authority in the United Kingdom. Sub-section (2) continues the provisions of the repealed statutes that the seal or signature of any of the above persons is to be admitted without proof.

Sections 7—10 relate to perjury or forgery committed in connection with oaths and affidavits under the Act, and to the trial and punishment of these offences. They repeat the provisions in this behalf contained in several of the repealed Acts. Section 11 extends the term "oath," as used in the Act, to affirmations and declarations, and the term "affidavit" to affirmations, statutory or other declarations, acknowledgments, examinations, and attestations or protestations of honour. The powers, therefore, of the various persons specified in the Act extend to all these matters.

CORRESPONDENCE.

LEGAL EDUCATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Lord Justice Lindley's speech on the study of law and your observations on the character of the examinations in both branches of the profession forcibly suggest the desirability of reform in our methods of legal education, and the adoption of a higher standard and surer tests of legal knowledge than those by which the qualification of the student for the practice of his profession is at present determined. Of funds available for the promotion of legal study and instruction, and (in the metropolis and other great towns, at any rate) of law libraries and lecture halls, there is no lack; and every year hundreds of bar students and articled clerks pass into the ranks of the profession. With all this material at hand for the establishment of schools of law in London and other great centres, it is surely little to our credit that—except possibly in the universities—we have no public law college in which those who are preparing for the profession of the law may acquire that grounding in legal principles the importance of which the Lord Justice has so well pointed out.

Law students, it is sometimes urged, will not attend the lectures that have been established for their benefit, but prefer to acquire such knowledge as is needed for the examinations by the process of cramming and the aid of private tutors. Being one of the class last mentioned, I know something of law students, and of their views respecting the lectures provided for their benefit and the examinations which they have to pass. The cause of the comparative failure of the lectures is chiefly that they do not provide the student with a progressive and connected course of instruction in legal principles, but merely with information on detached topics. What the student needs, in law no less than in other branches of study, is a prescribed curriculum extending over several sessions.

As to the examinations, the fact that they are not efficient tests of sound legal knowledge is the cause of a great deal of the cramming that is in vogue. Improve the methods of examination—testing the student's progress by an examination at the close of each year of the course—and raise the standards, and a corresponding improvement will take place in the mode of study.

Is it too much to expect that the authorities will move in the matter?

E.

Referring to a current rumour with regard to Sir Henry James, the London correspondent of the *Manchester Guardian* is able to say that the report that Sir Henry James does not intend to contest Bury again is without foundation. He has not the remotest intention of applying, as stated, for any vacant Lordship of Appeal.

LAW STUDENTS' JOURNAL.

HINTS TO STUDENTS.

Candidates entering for the forthcoming November Final would be wise to pay special attention to the rules of June last. Amid recent common law cases, *Derry* v. *Peek*, on the liability of directors for misstatements in a prospectus, *McDougall* v. *Knight*, on privilege in libel actions, *Cohen* v. *Kettle*, *King* v. *London Improved Cab Co.*, and *Vagliano* v. *The Bank of England* should be impressed on the memory. Of the cases more especially dealing with equity and conveyancing matters, *Re Cartwright*, *Avis* v. *Newman*, that the representatives of an ordinary tenant for life are not liable for permissive waste, *Re Leigh*, *Whitby* v. *Mitchell*, *Re* 163*rd Starr-Bowkett Building Society and Sabun's Contract* are of considerable importance. It is rather early to expect the student to have mastered the statutes of the late session, but it is not at all unlikely for questions to be asked hinging on the Trust Investment Act, section 15 of the Revenue Act, the Settled Land Act, and the Factors Act. If late chapters are touched upon, the student should specially notice that by the Merchant Shipping Act a master has a lien for his disbursements, and that by the Arbitration Act a submission, although it omits a clause that it shall be made a rule of court, or referring to the Common Law Procedure Act, will still be irrevocable except by leave of a judge.

CASES OF THE WEEK.

Before the Vacation Judge.

LEE *v.* **CLARKE**—Denman, J., 16th October.

LIGHT AND AIR—PARTIES—AMENDMENT—R. S. C., XVI., 11.

In this case the question arose as to the right of the plaintiff to amend his writ by adding a third party as defendant. This was a motion on behalf of Sydney Lee, the tenant of rooms at Nos. 57 and 58, Chancery-lane, to restrain the defendant, Thomas Clarke, the owner of Nos. 57 and 58, Chancery-lane, and also of the adjoining plot, from building a house, No. 59, Chancery-lane, in such a manner as to obstruct the access of light to the plaintiff's rooms. The defendant Clarke alleged that he was lessee from Lord Radnor of the whole of the plot between Chancery-lane and Southampton-buildings. He sold Nos. 57 and 58, Chancery-lane to the Chancery Mansions Co. (Limited), but subject to his covenant with Lord Radnor to build No. 59 in a specified way. The Chancery Mansions Co. (Limited) let the rooms to the plaintiff Lee, but subsequently re-sold the premises Nos. 57 and 58 to the defendant Clarke. The defendant therefore denied that the plaintiff had any right of action against him. Counsel for the plaintiff asked for leave to amend by adding the Chancery Mansions Co. as defendants: R. S. C., ord. 16, r. 11. [DENMAN, J., said the company were not building, the plaintiff had no right to an injunction against them.] Counsel contended that the Chancery Mansions Co. assigned Nos. 57 and 58, Chancery-lane to the defendant subject to their agreement with the plaintiff for quiet enjoyment: *Hertz* v. *The Union Bank of London* (2 Giff. 686), Shelford's Real Property Statutes (8th edit.), p. 122, *Cox* v. *Matthews* (1 Ventr. 237). If Lee had no right against Clarke, at any rate Clarke, by his refusal to answer letters or to disclose his title, had deprived himself of any right to costs. Counsel for the defendant said that when Clarke assigned to the Chancery Mansions Co. he reserved the right to build on No. 59. The Chancery Mansions Co. let to the plaintiff Lee subject to such reservation. Lee's remedy was against the Chancery Mansions Co. for damages.

DENMAN, J., said he could not grant an *interim* injunction. It was clear on the facts that the plaintiff had no legal right, the application, therefore, must be dismissed with costs.—COUNSEL, *Clydesdale*; *Marten*, Q.C., and *T. L. Wilkinson*. SOLICITORS, *Daniel Jones & Linnett*; *Lidiard & Co.*

On His Honour Judge Barber taking his seat at Buxton as county court judge for the first time, Mr. J. W. Taylor, on behalf of the local members of the legal profession, congratulated his Honour upon his first sitting, and said that unqualified satisfaction was afforded to all of them and to the general public by the fact that a gentleman of his position had accepted the post. His Honour said: I thank you, sir, and the gentlemen of the legal profession who practise in this court very warmly for the kind welcome that you have given me. To some of you, at any rate, I am not an entire stranger. Many of you must know that the last few years I have spent the whole of my vacant time amongst you, and have come to know many of you and to esteem you and regard you as friends. Though I may be a perfect stranger in other parts of the districts, at any rate in this portion that comes within my jurisdiction I shall feel myself perfectly at home. And it is in a very great measure due to the health I have derived, and to the pleasures of life I have had by living here amongst you, that I have been induced to give up a lucrative practice as one of the leaders of the High Court and come and spend the rest of my life in the dignified position of county court judge.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

ANNUAL PROVINCIAL MEETING.

The annual provincial meeting of the Incorporated Law Society was held at the Philosophical Hall, Leeds, on Tuesday and Wednesday, the President, Mr. GRINHAM KEEN, taking the chair.

WELCOME TO THE TOWN.

The MAYOR (Mr. Alderman Ward) received the members, observing that he was there at the invitation of the Incorporated Law Society of Leeds. He had very great pleasure, in the name of the town and municipality, of offering to the members of the metropolitan society a hearty and cordial welcome.

The PRESIDENT, on behalf of the members of the society, tendered their sincere thanks on this happy occasion of their second visit to Leeds.

PRESIDENT'S ADDRESS.

The PRESIDENT read the following opening address:—

After an interval of fifteen years, we find ourselves again in the great town where the first provincial meeting of the Incorporated Law Society was held after its happy union with the Metropolitan and Provincial Law Association. These fifteen years have added fresh lustre to this centre of enlightenment, whether viewed in its legal, commercial, or social aspect; and I am greatly pleased on this occasion to have the welcome and assistance of the Leeds Law Society, and of our friend Mr. Marshall, who devotes so much time to, and does such good work for, our society, and for all the provincial law societies. Our meeting here again is proof, not only of their great hospitality, but also how thoroughly their hearts are in our work. The honour and the responsibility of occupying the chair I feel deeply, and, though I cannot hope to emulate the powers of the distinguished men who have preceded me, I can say, from my heart, I am second to none in loyalty to our profession and interest in the work of our great society. There is ground for peculiar interest to me in the fact that here at Leeds the inaugural address at the first meeting to which I have made allusion was delivered by one of our most able presidents, the late Mr. Bircham, whose great ability and zeal in the interests of our society gained him the admiration and esteem of us all, while to me, bound by close ties, he was a most dear and valued friend and wise counsellor. In his address of fifteen years ago, I remember well how thoroughly he dealt with such topics as "Legal Education," "The Call of Solicitors to the Bar," "Land Transfer," and the efforts that should be made to extend the influence of the society. How deeply have these subjects interested us ever since; and I wish he were still amongst us to see and rejoice in the progress made in projects which he had so much at heart. I now take up the threads of our history from the time when our past indefatigable president, Mr. Lake, delivered his admirable address at Newcastle and began his presidential labours, and whose year of office has left, in the words of a legal journal, such a "brilliant record of work accomplished."

THE WORK OF THE PAST YEAR.

According to our useful custom, I will proceed to touch very briefly (expressing, of course, only my own personal views) on some of the matters that have been dealt with during the past year. That the work undertaken has progressed so well is, we shall all be ready to admit, owing in great measure to Mr. Lake's unflagging energy, for which he received the well-deserved thanks of the society. I first come to the Solicitors Act of 1888, which has added so greatly to the powers and responsibilities of our society. I will not dwell at length on this important measure, as it was fully discussed at our Newcastle meeting, and I feel its provisions are well known to those here present. The responsible and arduous duties it entails have been entered upon with an earnest determination to carry out its provisions in a thorough and equitable spirit, and I am happily in a position to state that the Act is being very efficiently worked by the Statutory Committee of the council which has been appointed. This is evidenced by the favourable view taken by the court on those occasions when its work has come under review.

Another matter on which we may heartily congratulate ourselves is the result of the efforts made to extend the society, and to bring into still closer connection with it the provincial societies. To assist in gaining this object the annual subscription has been reduced to a nominal sum, so that now for a guinea and a half or thereabouts any member of the profession can join his own local society and also the Incorporated Law Society. Already large numbers have joined us, and the earnest and concentrated joint action of the London and country societies was the means of obtaining alterations in new taxation rules, which, as originally framed, would have worked much injustice, not only to solicitors, but to their clients also. I repeat here the hope, which in the name of the council I expressed when I recently had the pleasure of moving the alteration of our bye-laws, that we may soon get within measurable distance of the time when every member of our profession will also be a member of the Incorporated Law Society. The circumstances just alluded to bring home to us the great advantage that would accrue to the public, and to us legal practitioners, if the bar and this society, with the country law societies, were consulted before the issuing of any new rule, either by means of representation on the Rule Committee of Judges, or by a statutory right of consultation. Thus the entire profession would be able to afford invaluable practical information, and to give the committee the benefit of its experience, and the committee would have the assistance of the men who have to work under the rules and orders as well as of the officials of the court. On the subject of remuneration, they could shew also, not how to increase expense, but how to diminish it, and how to prevent the waste of money; and at the same time secure to the profession an

adequate remuneration for the responsible work they have to perform. The reports and suggestions of the Joint Committee of the Bar and the council of our society, which have already resulted in several great improvements in procedure, prove our case. Much valuable time would be saved if two members of the bar and two solicitors, named by this society and the country societies, were on the tribunal, ready at once to give, on the part of the profession, the necessary practical information which is now, in too many instances, not brought before it without much unnecessary trouble and loss of time to the practitioners, and after the rules have been already published, and have come into force. In alluding to the useful work in matters of such great importance as that effected by the Joint Committee of the Bar and our society, with regard to the trial of actions in the Queen's Bench and Chancery Divisions of the High Court, we may congratulate ourselves that the two branches shou'd thus be working together in the interest of the public and the profession. This happy combination, and, I must add, our good fortune in having an Attorney-General who has at all times met us with the greatest courtesy, and rendered us most able assistance, have been the means of much improvement in legal machinery.

The improvement in the procedure in the High Court brings us naturally to the consideration of the county courts. The enlargement of their jurisdiction calls for a proportional improvement of their rules and of their working machinery. The county courts have Common Law, Chancery, Bankruptcy, Admiralty, and other jurisdictions; and they can no longer be looked upon as small debts courts only. The earnest attention given by a thoroughly representative committee of the society, and also by the council, resulted in the preparation of many valuable suggestions, which they submitted to the Lord Chancellor, and sent to the secretary of the County Court Commission, with a request that the Rule Committee of County Court Judges would receive a deputation from the council. This was not acceded to on the ground that the new rules would not extend beyond alterations rendered necessary by the Act of 1888. The council again urged that the rule committee should take their suggestions into consideration, and receive a deputation, knowing the profession felt strongly that this was the right time for improved rules to come into force. As appears by our annual report, the council had the satisfaction of hearing from the Lord Chancellor that, although he had not thought it desirable to delay the approval of the rules laid before him by the committee of judges, the issue of those rules would not prejudice the careful consideration by his lordship and the rule committee of the recommendations of the society. I earnestly hope that the subject of our right of consultation before new rules are promulgated, both in the High Court and the county courts, will continue without intermission to occupy our attention. The unanimous and decided views respecting the taxation rules expressed by the committee of the society on the 17th of May last, and fully indorsed by the provincial societies, lead me to hope that ere my term of office expires I may have the gratification of seeing this most important work brought to a satisfactory termination.

By the passing of the Trustee Acts, initiated and promoted by the council, a large growth of ill weeds—unfair and unnecessary responsibility, liability, doubt and difficulty, which had been too long allowed to cumber the ground—has been swept away, and the trust business of the country will proceed on the safer and smoother basis that common sense demands. For his zealous assistance in procuring the passing of these Acts the thanks of the society are due to Mr. Cozens-Hardy.

I cannot think that the English people would welcome the change from the private to the public trustee. Such incessant questions as arise in family life affecting parents and children do not seem to me to be the business of a public office, and the expense involved at every turn would be very serious. There is the terrible side of the question—the fraudulent trustee—but, in comparison with the vast number of trusts, the cases of fraud are few, and the increased and increasing enlightenment of the public mind in business, as well as other affairs, and the much greater control which married women are permitted by recent legislation to exercise over their own property, will, one may believe, render bad cases more rare. On this question I hope we may have the opinion of some of our members who have devoted their attention to it before our meeting terminates.

In addition to the Solicitors Act and the Trustee Act of 1888, the society may congratulate itself on its successful promotion of the Land Charges Registration and Searches Act, 1888, which has removed many dangers to which purchasers were exposed from the defective state of the law relating to judgments, executions, unregistered charges, and the insufficient registration of statutory charges on land. The Act has also concentrated the number of existing registers and records, so that the exhaustive search which was formerly well nigh impossible is now brought within reasonable compass.

The Land Transfer Bill.

The proposed measure for land transfer and registration of title has been withdrawn, one of the principal causes being its compulsory clauses, to which there is, and ever will be, the strongest possible objection. The society may congratulate itself on having, in conjunction with the provincial law societies, brought home, I think I may say, to every member of the Legislature the meaning and force of its objections. In my belief, an Englishman's title deeds (if he is so fortunate as to possess any) come next in his affections to his wife and children. Notwithstanding this, and that we have heard from one of our colonies, where registration of title exists, that a transfer of land there is generally more troublesome than an English one, land transfer by registration having now become a political cry (the public have never appeared to me to care anything about it), it seems very possible that some system of registration may ultimately obtain. The spirit of the public will, I have no doubt, continue opposed to compulsion, and also to the possible publicity of what are still held sacred "private affairs." On these rocks the old ships foundered. "Make the dealings with land like dealings with personalty," say those who call themselves law reformers. It sounds very well, but, in the nature of things, can never be; and I am quite sure that any new machinery that may come into operation will have to be, and can only be, worked by men of sound legal and business training; for if brokers are required to prevent utter confusion and fraud in dealings with the public funds, surely land should be at least equally safe-guarded. The talk—may I not say electioneering talk?—about going to a register office, having an entry made in a book, money paid over the counter, and the whole business done in five minutes, conveys its own condemnation, as much haste often causes much repentance; and I think such an idea is not worth a moment's serious consideration in an assembly of business men. The present system, improved and simplified as it is by that eminent lawyer, Lord Cairns, has already proved efficacious, and should be allowed a fair trial; but if any new system is to supersede it the country may rest assured that the solicitors, instead of seeking to frustrate it, would work it to the very best of their ability in the interest of the public.

Joint-Stock Companies.

The Bill introduced by the Lord Chancellor a short time since in relation to joint-stock companies was an earnest attempt to put a stop to the acts of fraudulent promoters. Great benefits to the community have been the outcome of "limited liability," but that grand idea has been sadly marred by promoters of the kind aimed at by the Bill. In legislating on this subject the greatest care will be required lest the remedy should prove worse than the disease, and a vast quantity of business affecting all classes should be lost to the country. It has been urged with much wisdom, by well-known members of our society, that we must do nothing hurriedly that might have the effect of driving away the business of people interested in large financial operations abroad, who, owing to the difficulties and complications of foreign laws, come here to form companies under our English law. The council have also given this subject much consideration, and we may feel sure that the Lord Chancellor, when he again brings forward the measure, with the great object of preventing fraud, which he has in view, will have taken into consideration the remarks and suggestions which have been addressed by the council to his lordship on the subject. In connection with companies many of my hearers may be aware that a Committee of both Houses of Parliament was appointed to consider and report on private Bills dealing with the alteration of memorandums of association. They have reported in favour of power being given, upon certain conditions, to companies incorporated under the Companies Acts, to alter or extend their memorandums of association, subject to confirmation by the High Court of Justice. We are indebted to some of our members for the great interest they took in this matter, and, shortly before the report was issued, a resolution in favour of the scheme was passed at a meeting of the council and forwarded to Lord Herschell, the chairman of the committee. This measure, if passed into law, will be a boon to the business public. Before passing from this subject I feel that I am expressing the views of all present when I say that we owe much to Lord Herschell for his valuable assistance in matters of great importance.

The Remuneration Act.

The decision of numerous questions arising on the rules under the Solicitors' Remuneration Act continues to occupy the careful consideration of the council. The successful prosecution of the appeals *Re Parker* and *Re Newbould*, and the unanimous decision of the House of Lords in favour of the council's contention, is satisfactory as shewing that the opinion expressed by the council when the question first came before them was correct. When the much-debated "conducting" question is submitted to the House of Lords, we may hope that the view of the council and the profession generally will be upheld, that the payment of a fee (in lieu of commission) to the auctioneer for taking the bids does not deprive the solicitor of the "conducting" fee. It surely never can have been the intention of the tribunal that the conductor of a sale should perform every detail! That would appear as unnecessary and impossible as that the conductor of an omnibus should hold the reins. Should this point be decided against us, solicitors would probably take out the necessary licences to enable them or their clerks to sell. The time has clearly arrived when this question must be settled one way or the other. The taking of bids is surely a detail, and a very different thing from conducting a sale, which includes a great deal of other absolutely necessary work. Services of the kind rendered by the auctioneer or valuer, whose business it is, must be adequately paid for, but that is no reason why the solicitor really conducting the sale should not receive the fee contemplated by the Act.

Call of Solicitors to the Bar.

The question of the call of solicitors to the bar has happily at length been placed upon a more satisfactory footing, and we were informed by Mr. Lake at our last general meeting that the Inns of Court have decided on sanctioning the call of solicitors to the bar, without the year's cessation from business, on giving a year's notice of intention to change. This is a wise concession, but I regret that it is made conditional on so long a notice. The right lines were laid down by the Attorney-General in his speech at the banquet on the celebration of the Queen's Jubilee, and again on a recent memorable occasion. They are the same that many of us have been urging for years—namely, that "fusion" would prove a mistake, that the two branches should be kept distinct, a division of labour in great cases, such as come before the High Court of Justice, being absolutely necessary; but that if a man finds his powers are more adapted for advocacy than administrative work, or *vice versâ*, he shall be able without delay to place himself in the right path. Anything short of that will result in the question cropping up again and again, and may possibly be the means of bringing

about the consummation now sought to be avoided, and, by the loss of its independence which would follow, causing much damage to the bar. Let us be wise in time, for, since the question assumed its present aspect, we have heard from various places where "fusion" exists that it does so only in theory, and that the conviction is spreading that our plan is much the best. As I have said, a division of labour in High Court cases is necessary, but in the county courts and localities where there is no bar the solicitors must be advocates. Their ability and aptitude for the work is well known throughout the country, and in these days of large business meetings, company and otherwise, the solicitor should be able to speak clearly and to the point. I venture to say that the supply of good speakers from our branch will be always equal to the demand. A visit to the useful and interesting debating societies of our young legal England will satisfy anybody that those about to join our ranks will take good care that this shall be so. Let me add that as so much of the business in the county courts is done by the solicitors, I think it would be an advantage, and a fair recognition of our claims, if solicitors were from time to time raised to the position of county court judges.

Professional Policy.

Having now passed briefly in review the record of work accomplished, and as there is not at the moment an all-absorbing topic to discuss, it may be well for a member of the council, now in his turn president, to touch on some of the ideas and principles that have actuated his own conduct since he was elected to a seat at the council board, and express his personal views, for what they are worth, on professional policy. I will do so very briefly. Ever since I have been a member of the council I have been deeply impressed with the idea that our branch of the profession should embrace men educated and trained for the responsible conduct of all legal affairs. Since the opening of the ecclesiastical courts to the solicitors, the education of lawyers fitted expressly for the work which was formerly only performed by the proctors has become an actual feature of our curriculum, and when we consider how eminently fitted our examining body, and, indeed, our whole constitution, is for such a purpose, I hope we shall eventually arrive at the point when all certificates of fitness to practise, including parliamentary agents and notaries, will be issued from the Incorporated Law Society. It is gratifying to be able to state that an application has been made by one of our colonies to the council to undertake the examination of candidates to enter the legal profession, and this the council has consented to do.

Intimately associated with this is the feeling that the commissioners to administer oaths, whose jurisdiction we have from time to time successfully sought to enlarge, should be empowered to administer oaths in all jurisdictions and all matters whatever, for surely one kind of oath is not more sacred than another. This has been recognized by the authorities, and an Act, which received the royal assent on the 31st of May last, has amended and consolidated the enactments relating to the administration of oaths. I hope that this Act may be found sufficient to do away with all anomalies in this respect, and that it will be held to include the oath which is required to lead a marriage licence, for which an oath taken before a commissioner has hitherto been held to be insufficient. It seems to me that the term "commissioner for oaths" should mean what it expresses, and that it would be for the public convenience that the commissioner's jurisdiction should be absolute and universal.

Unqualified Persons.

The subject of unqualified persons attempting to practise as solicitors calls for and receives very earnest attention at the hands of the council. The society feels that all its powers should be put forth to protect both the profession and the public from the curse of quackery, and I think I may fairly claim that no pains are spared in this respect. The decision of the House of Lords making it lawful for messengers to appear and make application for probate and administration in an office of the High Court was unfortunate; but I was glad to find that we had the sympathy of one of their lordships, who expressed himself as seeing clearly enough the evils we were fighting against, and the necessity for our vigilance. We must not relax our efforts, and we must hope that the authorities will shew they recognize that our labours to put down unqualified persons and prevent their meddling in legal business are undertaken to protect the public from grave evils. In the legal as well as the medical profession, it would seem, at first sight, an easy matter to cope with this difficulty. Long experience shews that this is by no means the case, and I argue that it is not in the interest of the practitioners only, and simply their affair, that every means should be used to frustrate the acts of these unqualified persons.

Party and Party Costs.

The injustice of what are called "party and party" costs allowed to a successful litigant in an action has from time to time occupied the attention of our meetings, and this was particularly the case at Bath. I hope we shall not let this subject drop. What can be said in favour of the inadequate allowance so often made? There have been cases in which this allowance on party and party principles has not been sufficient to cover the absolutely necessary out-of-pocket expenses. This is not a matter which affects the solicitor, but the client, who finds himself heavily taxed, although in the right, by having to pay a portion of the necessary costs incurred. An extravagant allowance should not, and, of course, never would, be granted, but it should be on the scale allowed as against a fund in court. Thus the man proved to be in the wrong would suffer, but the man gaining his just cause would win a complete victory.

A Member of Parliament for the Incorporated Law Society.

I still hold strongly to the opinion which I brought before the profession some years ago at Sheffield, that the Law Society of the United Kingdom, holding important charters, and being, like Oxford, Cambridge, London, and other universities, an examining body, should likewise have its parliamentary representative. We look after and suggest alterations and improvements in numberless Bills, and closely watch the introduction and progress of all legal and business measures, and we are constantly introducing Bills, the utility of which is evidenced by the fact that they almost invariably become Acts of Parliament. There is so much labour involved in our committee work—preparation of reports and so forth—that though we gratefully acknowledge the ready and valuable services rendered us by members, notably by Mr. Gregory when he was in Parliament, it would greatly simplify and diminish our own work, and save valuable time, if, on our measures or suggestions coming before the House, they were in the hands of a legal member already fully cognizant of every detail; and it would surely be a desirable arrangement that we should have the right to services which we now owe to courtesy. To make such parliamentary representation what its name implies—thoroughly real, not only one class of working men, but all classes should be represented, and surely the professions which train such vast numbers of men for useful and responsible callings have a claim to be represented in Parliament.

Court of Criminal Appeal.

I must now touch upon a question which has, owing to the verdict in a recent celebrated criminal trial, again become prominent. I allude, of course, to the establishment of a court of criminal appeal. I may say at once that I personally am in favour of such a court being constituted, though fully aware of the difficulties to be contended with, and the many points that have to be carefully considered. The means of appeal must be open alike to the rich and the poor. There is at once a very considerable difficulty, but I do not think it is insuperable. Again, the accused should not have an absolute right to appeal, but a discretion should be vested in the presiding judge to refuse leave, as there are many cases in which the evidence is so convincing and proof so conclusive that it would be absurd to endeavour to set aside the verdict of the jury. The court would, in fact, undertake the duties which now fall on the Home Secretary, and, though we know well how earnestly and conscientiously those terrible duties are performed, the country would like to see that Minister relieved from an awful and an odious responsibility. As has been well pointed out, it does indeed seem an anomaly that, whilst disputes about small sums of money or rights of way, for instance, may be weighed and considered by a divisional court, a court of appeal, and the House of Lords, a question of life or death is dealt with by one court alone. Whatever the extra expense, whatever extra labour and trouble may be involved in bringing about this change, they will not be grudged by the country, if such a court should be the means of saving the life of an innocent person. The question of the right of an accused person to give evidence in his own favour is also engrossing attention. It is urged by some that, if a man has committed a murder, he would not shrink at perjury in his endeavours to escape the consequences of his crime. We may surely trust to the discrimination of a jury and the skill of the advocates in cross-examination to place the evidence given at its proper value. There cannot be any doubt, I think, that in some instances, at all events, a statement on oath by an accused person might be the means of clearing away doubts and perplexities surrounding a case; and it would be a source of satisfaction to the public, and to all concerned, if the mouth of an accused person were no longer closed. It is terrible to think of the feelings of an accused person hearing a false statement made by a witness which he is powerless to contradict, and which, remaining uncontradicted, is believed by the jury.

"Fusion."

Let us now pass, in conclusion, from the past and the present, to the consideration of a question which, owing to various circumstances, has of late occurred to my mind, and I think very possibly to yours. What is to be the future of our branch of the legal profession? I was very glad to find at our last provincial meeting the idea of fusion vetoed by a very decided majority, and I felt that, with the right of immediate transfer from one branch of the profession to the other, we might look for a completely satisfactory arrangement on that head. We have been taking, as I have previously shewn, all the care we possibly can, and using all the means at our disposal, to guard the profession and protect the public from unqualified persons, who are constantly seeking to tamper with legal work which they do not and cannot understand. We have urged—and with some success—our claims for a reasonable and fair share of public recognition, and we have made, and are making, the greatest possible efforts to pass into the profession men worthy of such recognition, thoroughly educated, and trained to do the legal business of this great country honourably, promptly, and efficiently. But I ask, is there not a feeling in some quarters that progress is synonymous with change—change of everything good as well as bad—that everybody should be looked upon as qualified to do everything? and is there not a possibility that the tendency of seeking to curtail privileges, even though they are well deserved, and to out-Herod Herod in this respect may increase? Well, if this be so, and we find ourselves driven and compelled to give up our opposition to fusion, so that we might become barristers, auctioneers, accountants, house, estate, legal, or any or every kind of agent—much abused word—(relieved, of course, from our annual certificate duty and our other heavy payments to the State), we should, no doubt, face the inevitable. But what would be the consequences to the public of the abolition of specialists and the probable abstention of high-class and highly educated men from entering our ranks? My emphatic answer to this proposition is that after a short period of hopeless muddle and confusion everybody would be only too anxious to revert, if possible, to the old order of things, and to return to the broad lines and the salutary division of labour marked out for us by our forefathers, who made England what she is. The common sense of the country has often stepped in to prevent danger-

ous leaps in the dark, and I trust and believe it would do so here, and that this old country, with its jurisprudence and legal practice so thoroughly matured, would refuse to be set to the childish task of learning its legal alphabet over again, would repudiate the idea of jacks of all trades and masters of none, and would insist on retaining intact its bar, its solicitors, and all its other useful professions, which, by constant labour, thorough education, and complete training, keep pace with the times.

The pleasure of discoursing with my professional brethren is very great, but I must bring these remarks to a close. Future presidents will, I think, agree with me that so many legal topics having been exhaustively treated by those who have gone before us, we should put a limit to the opening address; by so doing, we may have the gratification at the termination of our meeting of finding that all the useful and interesting papers contributed by our members have been read and discussed.

Mr. NELSON, president of the Leeds LAW Society, moved a vote of thanks to the president, which was carried with acclamation.

NEXT YEAR'S MEETING.

Mr. A. WILLIAMS (Nottingham), on behalf of the Nottingham LAW Society, invited the Incorporated Law Society to visit that town next year.

Mr. HERLIS (Manchester) hoped that Manchester would have the opportunity of offering an invitation. He was not in a position at the present moment to give a definite invitation, but he had no doubt it would be forthcoming, and he thought it would be particularly appropriate as the president next year would be a Manchester man.

THE COUNCIL AND THE RULE COMMITTEE—CONDUCTING FEE.

Mr. J. HUNTER (London) said the president had referred to the propriety of the society securing some representation upon the body which prepared the rules for the guidance of the legal profession. There had been instances of rules made by the Judges' Committee in which, owing, he thought, mainly to the judges being out of contact with the working part of the profession, the rules, when brought into force, had proved very cumbrous, and frequently had required amendment. The members of the council had, in concert with the Bar Committee, been endeavouring to obtain the right to be consulted on the drafts of the rules before they were published. They had been occasionally consulted, but they had no right. For two years Mr. Roscoe and Mr. Marshall had been members of the committee, but this was a matter of courtesy and not of right, and it would be much to the interest of the profession and of their clients, and would economize time and money if the drafts were submitted to a body representing the solicitor branch of the profession. The council had sometimes been compelled to point out defects after the rules had been issued, and with success. The rules were often prepared by unknown persons, and came out with the names of the judges upon them, and they had so often proved unsuccessful in effecting their object that he thought a great improvement would be effected if the council could obtain the right of representation on the committee. He moved: "That the council be requested to continue their efforts in concert with the Bar Committee to obtain the right to be consulted on the drafts of all new rules."

Mr. V. J. CHAMBERLAIN (London) seconded the motion, which was carried unanimously.

Mr. MILLER (Bristol) asked whether there was any question with regard to the conducting fee which was likely to come before the House of Lords.

The PRESIDENT: The council have come to the decision to appeal the question, and we are only waiting for a satisfactory case to send up.

PUBLIC TRUST BILL AND THE TRUST COMPANIES BILL.

Mr. H. E. GRIBBLE (London) read the following paper:—

Three of these Bills were introduced into Parliament last session—viz.: in the Commons, a private Member's Bill "for the appointment of a public trustee and executor," and in the Lords, a Bill introduced by the Lord Chancellor "for the appointment of a public trustee," and a Bill introduced by Lord Hobhouse "to enable incorporated companies to act as executors, administrators, and trustees, and in other fiduciary capacities." The Commons Bill was not proceeded with, but it merits careful attention as being a well-thought-out Bill, and as being prefaced by a memorandum which states the case for the appointment of a public trustee succinctly, and by implication shews the desirability of enlarging the existing powers of trust companies. After quoting the memorandum prefixed to the Bill, Mr. Gribble continued:—The following are the leading provisions of the Bill:—It directs the Treasury to appoint a proper person as public trustee, who shall be a corporation sole, the expenses of his office and of the management of all estates vested in him being charged on the Consolidated Fund. With his expressed consent, the public trustee may be appointed trustee by any deed or will creating a trust, and in that case the trust property shall become vested in him. He may, with like consent, be appointed executor of any will, and may then apply for and obtain probate. He may likewise accept an appointment as a trustee or executor, as to which he had not previously signed his consent. Provisions enable him to be appointed as a new trustee under power of appointing new trustees with the consent of the beneficiaries, or of the Chancery Division in cases of disability, and any executor or administrator may transfer the estate to him with the sanction of the Chancery Division. The court having jurisdiction for the purpose, may, with the consent of the person entitled to letters of administration, grant such letters to the public trustee; it may also appoint him administrator *durante minore ætate*, or for any other limited time, and administrator with the will annexed. Other clauses enable him to be appointed trustee and administrator in certain public cases: authorize his appointment as committee of lunatics' estates, guardian of infants, guardian *ad litem*, or receiver or manager of any property, by a court of competent jurisdiction: and relieve him from finding security in individual cases. The public trustee could act only as sole trustee, but was to have the like powers, rights, duties, and liabilities, and be subject to the like control and process, as a private trustee, including the power of applying to the Chancery Division, &c., as a private trustee. He was to retain out of property transferred to him a commission for the credit of the Consolidated Fund and to meet the expenses of his office, the rate of such commission to be fixed by the Treasury. This to be independent of his commission as receiver or manager of any property. He was to keep separate accounts of each estate, and supply copies of such accounts to beneficiaries at not more than 1s. per folio. The Treasury were empowered to make various rules regulating matters of detail, such as the amount of security to be given by the public trustee, the rate of commission which he might retain, and the form and auditing of his accounts. Any money which the public trustee might become liable to pay to *cestui que trusts* would, in the first instance, be payable out of the Consolidated Fund, and recoverable from him by the Treasury. It was necessary to refer fully to the clauses of this Bill, although it did not go beyond first reading, because the Lord Chancellor's Bill contained no details. It would have established the office of a public trustee as a corporation sole, and authorized his appointment as trustee either alone or jointly with others, and as executor, but left the details of the Bill to be worked out by rules and orders of the Lord Chancellor, so that the Commons Bill gives a more amplified character to the proposed legislation. With regard to Lord Hobhouse's Trust Companies Bill, this was much altered in the House of Lords, having been considered first by a sub-committee of the standing committee, consisting of Lord Herschell and several other eminently qualified peers, and subsequently by a committee of the whole House. Many objections were, however, taken to it in the Commons, and, as it did not reach that House until the end of July, the order for its second reading was discharged. An understanding, however, was come to that both that Bill and the Public Trustee Bill will be brought in again, and the matter dealt with next session. The following are some of the leading provisions of the Bill:—The provisions of the Act were to apply to every incorporated company "established to act as executor under any will, and as a trustee." The enabling clauses under which such company might be appointed trustee, executor, administrator, receiver, committee, receiver or manager, trustee in bankruptcy, or attorney, are all subject to the provisions of the 12th section, which requires such company to have a subscribed capital of at least £100,000, of which £50,000 shall have been deposited, without power of withdrawal, in the Chancery Division, and the Board of Trade might require such deposit to be increased. The trust company was not to be required to find sureties or give security, and its capital and assets, including the deposit, was to be liable for the due discharge by the company of its duties—the deposit to be so liable in priority to its liability to ordinary creditors. In case of companies incorporated after the passing of the Act the articles were to contain, and other companies were to forthwith deposit with the Registrar of Joint-Stock Companies, a statement of the scale of charges they proposed making. Such charges to be authorized by the Board of Trade, and, if altered, such alterations should not apply to business already undertaken, or to a trust or executorship under a will already made. Such charges might be received and retained by the trust company. A solicitor appointed by a settlor or testator was to be employed by the company, who should not in that case be liable for his misfeasance, negligence, nonfeasance, or misconduct; and, for good cause, he might be removed by the court. The Bill contains provisions for the keeping and audit of accounts, inspection of the same by the Board of Trade, taxation of the company's charges, &c.; and the company was not to be wound up voluntarily so long as any property of which it is executor, administrator, trustee, &c., remained unadministered. Such shortly are the provisions of a Bill which has already received the approval of one branch of the Legislature.

It seems open to criticism in many details. For instance, the amount of deposit in court, £50,000, seems to be very small. Should the appointment of trust companies as trustees become general, the amount of funds placed in their hands would very soon far exceed such deposit; and when we remember how many companies have been registered during the last two years which have taken power under their articles to act as trust companies, it seems clear that further guarantee for their management and stability than the mere raising of £50,000 is desirable. In fact, if the principle has been approved by Parliament, the machinery of a private Act, when the constitution of the company can be investigated by a Government office, would seem preferable to incorporation under the Companies Act. In most of our colonies, one or other, and in some both, modes of executing trusts are carried out. Public trustee companies have been authorized, and are in active operation in New South Wales, Tasmania, and the Cape Settlements, and in the United States of America there are many of such companies. There is a public trustee office authorised by Act of Parliament in New Zealand, and in the Cape Settlements trust companies are authorized. The State of New York passed, in 1887, an Act for the organization of similar trust companies. It is highly probable that one system or the other, and probably both, will be dealt with next session, and it is well worth the consideration of this meeting how far the profession may be affected by the passing of enactments on the lines above set out. The first thing, of course, to be considered is the complete security of the funds. This is the strong point of the Public Trustee Scheme, as such official would have the Consolidated Fund at his back; but it is not clear what advantage such official would have over the Chancery Division, and in its tendency to substitute officialism for free labour it is to be much deprecated. Bankruptcy business has already passed into official hands, the establishment of the Land Registry, as proposed last session, might

have a similar effect on conveyancing, and, while fully appreciating the necessity of subordinating professional to public interests, we must all feel that if the want expressed in the above memorandum can be supplied by private means with equal efficiency we are quite justified in furthering the scheme which fosters rather than that which would injure our profession. Public companies which desire business would depend to a large extent upon the goodwill of the profession, and if once the latter were satisfied that the funds intrusted to the companies were secure, they would probably prefer those whose interest it is to leave the business with the family solicitor rather than one who has no interest in the matter. We know how Mr. Goschen succeeded in his conversion scheme, and, mindful of this success, the promoters of the Commons Trustee Bill in the preliminary memorandum especially called attention to the provision against the supersession of professional men in relation to trust property, but the following is the only clause in that Bill relating to the matter:—"Neither the public trustee, nor any deputy servant, officer, or assistant appointed under this Act or rules made hereunder shall be entitled to act professionally whether as counsel, solicitor, or auditor in relation to any trust vested in the public trustee; and the public trustee may, in his discretion, employ in any trust executed by him such counsel, solicitor, auditor, accountant, receiver, bailiff, or other person as he may think expedient." This clause would hardly have the effect suggested. Trust companies which would depend for their business upon the profession would have a direct interest in preventing the removal of the professional men from the trust introduced by them, and their very existence would depend on the profession feeling full confidence that the family solicitor would act for the trust companies just the same as they would act for the trustee who was their own private client. Although not quite germane to the subject of this paper, there is one important point apparently conceded by both Houses in dealing with these Bills which is worthy of attention—viz., that the remuneration of trustees, which lies, no doubt, at the root of satisfactory administration of trusts, has been accepted as a principle by both Houses of Parliament. We may fairly hope, whatever is the outcome of the proposed legislation, that the time is not far distant when the same principle may be extended to private trustees.

Mr. Gray Hill (Liverpool) was doubtful whether the administration of trusts should be put in the hands of a public trustee or a trust company. They ought to bear in mind the risks to which a private trustee was exposed. He was quite aware that the Act referred to in the president's address had considerably modified these risks; but it had not removed them entirely. It did not cover the whole ground, and was otherwise defective. He thought they must look forward to a good deal of ingenuity being exercised by the judges in distinguishing cases under the Act and in finding other grounds in which trustees—especially solicitor trustees—were to be held liable. He would refer to the case of *Re Massingberd's Trusts*. In 1875 trustees sold Consols intending to invest on mortgage. The mortgage was a contributory mortgage, and, as they knew now, not legal, but the matter was not so clear in 1875. It ran to 1889, when it was called in, and the money was stated to be forthcoming; but the remaindermen said:—"You sold these Consols in order to invest in this mortgage. The investment on mortgage was a breach of trust; therefore the sale was a breach of trust. Consols have risen, and you must replace them at the price of the day," and Mr. Justice Kay had agreed to that. A man of business would have said: "A mistake has been made, but no loss has been suffered, and therefore there is no liability." Circumstances like that might occur again, and one did not see where this doctrine was to stop. He was quite aware that in the case of *Speight* v. *Gaunt* the Master of the Rolls had said it was the duty of the court to assist the honest trustee, and not to find fine and extraordinary reasons for fixing him with liability; but surely in this case Mr. Justice Kay had found fine and extraordinary reasons. It seemed to him that it had come to this, that no human being was qualified with sufficient keenness, legal sagacity, and general intelligence to act as trustee.

Mr. J. White (London) said it could not be doubted that if anything like a large proportion of the trusts of the country were vested in a public trustee the staff would have to be enormous. There was no reason why a trust corporation should do the business better than an individual trustee. He would move that: "The expediency of creating the office of a public trustee is essentially connected with the details of the working of such office, and this meeting recommends the council to use its best endeavours to prevent the passing of the Lord Chancellor's Bill, which does not submit such details to Parliamentary and public discussion."

Mr. T. Simpson (Leeds) said if the testator was to be at liberty to appoint the public trustee or a private trustee as he preferred, he (Mr. Simpson) had no objection. The testator, it must be remembered, had to consider not only how his estate was to be protected, but how his children were to be guarded, and there was little difficulty in his finding some friend who was ready to take the responsibilities of the position.

Sir A. K. Rollit, M.P. (London), said that the Bill of which he and others had charge was a purely optional measure. It should be distinctly understood that its proposals were in no sense of the term adverse to the interests of the profession. Their privileges would be retained intact, but he was inclined to agree that its protective provisions were not quite so ample as they might be. He urged that the profession should regard strenuously the interests of the public in considering the matter. What they would lose in one form of unproductive work they would gain in another form of productive work. There were cases in which there was great difficulty in obtaining a trustee, and these cases ought to be provided for by the Legislature. The working of Acts of this description in the United States and Colonies had undoubtedly been beneficial. The principle of the Bills was likely to be accepted by the House. The Lord Chancellor's Act would be followed by rules which would really be the working part. He did not think Parliament should delegate to judges that which ought to be done by Parliament itself. He trusted the Bill which he and others had introduced last session would be again introduced. It contained a principle which was worthy of impartial consideration, one which did not strike at the real and true interests of the profession, and which had comparative advantages that would commend it to the consideration of a congress like this.

Mr. J. W. Addyman (Leeds) said the working of any business by means of a Government department was without doubt the most expensive and unsatisfactory that could well be conceived. What a testator wanted was an economical administration of his estate, and he asked, was their experience of bankruptcy proceedings such as to lead them to the belief that this would be attained by a Government department? He was strongly opposed to the appointment of an official trustee.

Mr. J. Anderson Rose (London) objected to the motion. He had not in fifty years' practice found any difficulty in getting trustees, but the contrary was the case. With a Government trustee the office would be worked most expensively and disastrously.

Mr. J. Heelis (Manchester) referred to the question of how the office of public trustee was to be worked in the country. He thought it would devolve upon the district registrar of the High Court, and it was undesirable to add to the duties he already performed. With a public trustee the natural gravitation of all funds would be into Consols, and they would have future Chancellors of the Exchequer reducing the interest on Consols to £2 per cent. He gathered that the public trustee was to be a sort of figurehead to whom funds were to be intrusted, but scarcely anything else. One of the Bills proposed that the testator was to nominate his solicitor, and if not, the solicitor was to be he who prepared the will. It would not look well for a professional man to finish up a will with "I hereby direct that so and so is to be the solicitor to my estate." They would all of them rebel against anything of that sort.

Mr. Margetts (Huntingdon) said that few solicitors had not met with heartrending cases of trustees suffering, often from faults caused by simple kindness of heart, and it was becoming a general desire of the public not to undertake the office. It was quite reasonable that a testator should have power to appoint the public trustee or a trust company if he chose. It would not be obligatory on him not to appoint a private trustee.

Mr. C. D. Andrews (Leominster) objected to an official scale, observing that solicitors often made voluntary concessions in charging their clients.

After an adjournment for lunch

Mr. McLellan (Rochester) expressed himself in favour of a regulated scale and commission. He asserted that the number of frauds by trustees, accidental or intentional, bore a very small proportion to the number of trustees, and he did not think it wise to take trusts out of private trustees' hands. He moved an amendment: "That in any measure dealing with the appointment of a public trustee there should be a public trustee only, and no private or other company should be acknowledged."

A Member called attention to the fact that the resolution had not been seconded, and the matter dropped.

Delays in County Courts.

Mr. A. E. B. Soulby (Malton) read the following paper:—

The recovery of debts through the county courts being a branch of practice of acknowledged importance to young solicitors, but of still greater moment to their clients, perhaps no apology is called for on my part for bringing one or two county court grievances to the notice of the Incorporated Law Society. With the jurisdiction or constitution of the courts I do not propose to deal; neither shall I discuss the paltry costs allowed to solicitors, nor the exorbitant fees charged in these courts; nor yet dilate on the glaring anomaly whereby it costs more than twice as much in court fees to recover judgment in an undisputed but unadmitted claim of £20 by an ordinary county court summons than it does to get a judgment in a like case for £20,000 in the High Court. Suffice it to say that these points probably have—doubtless, they ought to have—already received the careful consideration of the council, and been dealt with by that august body to the best of their ability. I wish principally to call attention in this paper to the recovery of debts by default summonses. Section 86 of the County Courts Act, 1888, provides that, with a few unimportant exceptions, in any action for a debt or liquidated money demand the plaintiff may issue a default summons which shall be served on the defendant personally, and, if the defendant shall not within eight days give notice of his intention to defend the action, the plaintiff may enter up judgment for the amount of his claim and costs, such costs to be taxed by the registrar. This to the lay mind reads like the speedy recovery of judgment, but unfortunately that mind does not know, until it has learned by experience, that the plaintiff has meekly to wait the pleasure of the bailiff to get his summons served, and that when at last that dignitary allows the summons to be served it is accompanied by an invitation from the court to still further delay the plaintiff by simply signing a paper and returning it to the registrar. Let me here premise that any remarks I may make in this paper in reference to county court bailiffs must not be supposed to be aimed at any individual or individuals in particular. My observations are general, and are based on experiences culled by me, during the few years I have been in practice, from over twenty different courts. I gladly testify that there are some bailiffs who properly discharge their duties; and if any delinquent hearing of or reading my words is conscience-stricken thereby, I can only say that I do nothing more than supply the cap, and leave it to himself to put it on. To deal first with the service of the summons. By rule 30 of order 7 of the County Court Rules, 1889, default summonses may only be served by a bailiff of the court, or (when so requested, on entry of the plaint) by the plaintiff or some clerk or servant in his permanent and exclusive employ, or by

the plaintiff's solicitor or his agent, or some person in the employ of either of them. If at the entry of the plaint no request is made, the plaintiff is practically at the mercy of the bailiff, and some bailiffs refuse to go into the country for one summons only; they prefer to wait until they have an accumulation of summonses for service in the same village or neighbourhood, and will then make the journey, killing several birds with one stone. In the meantime, some ten days after entering the plaint, plaintiff calls on his solicitor to know "if that money has been paid yet." The solicitor is very sorry, but the summons is not yet served. Plaintiff expostulates, "Not served yet!" and is half inclined to believe that the solicitor has not issued the summons at all. The solicitor explains that defendant lives in the country, and the bailiff has not happened to be going that way, and that there is no remedy but to wait until he feels inclined to make the journey! Ultimately, the solicitor writes to the bailiff, mildly remonstrating at the delay "which is causing great dissatisfaction to the plaintiff, and endangering the recovery of the claim." The bailiff, being human, resents the interference, asserts his independence, and postpones his excursion into the country a day or two longer than he had intended. But suppose the fear of these delays prompts an application to have the summons served otherwise than by the bailiff, the plaintiff is still in a predicament; for if he happen to be commercially employed he cannot afford, either by himself, his clerk, or servant, to go about the country searching for the defendant, and perhaps make two or three journeys before finding him at home. And the same remark applies to the solicitor and his clerk. It is true the rule does not expressly require the party employed by the solicitor to serve the summons to be in his *exclusive* employ; but many registrars so construe it, and the point is not free from doubt. But the plaintiff, having been informed by his solicitor that the summons has at length been served, calls on him again to see if the money has been received. The defendant has time after time admitted the claim, and promised to pay it. But again the solicitor has to tell his client of further delays. He explains to him that a default summons is in the form of a polite intimation to the defendant that unless within eight days he signs and returns to the registrar the notice attached thereto, the plaintiff will be entitled to judgment; but if he returns the notice duly signed he will be informed of the day of trial. The notice in question is that the defendant intends to defend the action, and its effect when given is (in country towns where courts are only held at long intervals) to postpone judgment for a month, or six weeks, or even longer. The defendant gets this extra time simply by accepting what is practically an invitation to sign his name to an inclosed notice, and has no fee whatever to pay for the indulgence. But at length the day of trial comes. Defendant appears and coolly admits that, notwithstanding his notice of defence, the claim is perfectly correct, and plaintiff gets judgment for the full amount and costs payable forthwith. He then issues execution; but here again he has his old friend the bailiff to reckon with, and finds that gentleman no more disposed to hurry himself than when he was required to serve the summons. It is the old story over again; and Mr. Bailiff will execute his warrant when he has another job in that neighbourhood, and not before. Assume the execution proves unproductive, and plaintiff issues a judgment summons. If defendant happens to reside beyond the district, plaintiff must wait, perhaps, six or eight weeks, and at the next court get leave to issue his summons, and then wait till the following court before it can be heard. But suppose he gets a summons issued for the next court, still his troubles are not at an end, for his solicitor tells him he must see defendant at work, or hear him preach, or see him carrying on his business before he can get a committal. The result is, that though the money may ultimately be recovered, and though all the solicitor's costs are paid by the defendant, the plaintiff is so disgusted with the delay that he vows he will never enter the court again, and declares that, sooner than take proceedings in the county court through a solicitor at the defendant's expense, he will in future place his accounts in the hands of a debt collector, and pay him a liberal commission on what he can extract from the defaulting debtors by constant personal applications. Now, how can these difficulties and defects be removed and remedied? In the first place, why should it not be expressly provided that a default summons may be served by anyone, in the same way as a writ from the High Court? Then, though the plaintiff would probably think that, as he pays a heavy fee for the issue of the summons, he was at least entitled to have it promptly served without further charge; yet, if he chose, he would at all events be able to get the summons served by any process server he thought fit, or even send it to someone in the village where the debtor resides, and so make sure of catching him. And could not some steps be taken by the society to compel prompt service by the bailiff when the summons is to be served by him? Then, again, is it not monstrous that, after the plaintiff has verified his claim by affidavit before the issue of the summons, the defendant should not only be told that by signing a certain notice he will be able to obtain a respite of four, six, or eight weeks, but should actually be supplied with a form of the notice in question? What can be more like inviting him to sign it? In nine cases out of ten the notice is signed, and it is quite possible that some debtors on reading their summons are under the impression that they are required to sign it, and, when signed, the defendant has merely to enclose the notice in a stamped envelope addressed to the registrar, and drop it into the letter-box. Had the claim been for £25 instead of, say, £5, the action could have been brought in the High Court and judgment obtained almost by the time the county court summons was served. Such delays cannot occur there, and why should they in the county court? It has been sometimes suggested that default summonses should be subject to some such provision as order 14 in the High Court. That would certainly be an improvement on the present state of things, but I think the reform should be carried further; and inasmuch as plaintiffs in default summonses have already proved their claim by affidavit, I submit that defendants should not be entitled to give notice of defence at all unless they obtain leave to do so on application to the registrar, supported by an affidavit showing a good defence on the merits. I see nothing unreasonable in this; and a precedent for it may be found in summonses under the Bills of Exchange Act, 1855, which are not allowed to be defended until a good defence has been shewn by affidavit, even though in these cases the plaintiff has not to verify his claim in any way beyond incorporating a copy of his bill of exchange or promissory note in his particulars of claim. If it were thought that such a procedure might be harsh on the poorer classes, the objection could be met by totally prohibiting the issue of default summonses against them. The procrastination of bailiffs in enforcing warrants of execution is, like the service of summonses, a matter which might be dealt with by the council by bringing pressure to bear upon them through the high bailiffs or registrars, or otherwise. If the bailiffs felt that the eye of the public was upon them, I venture to think there would be a marked improvement in the discharge of their duties. But perhaps the greatest trouble to the creditor is the debtor who can pay but won't. Such a debtor is often found in the shape of a gentleman living in apparent ease, but yet possessing no chattels available for execution, and keeping his means a secret. On the hearing of the judgment summons, the plaintiff is obliged to admit that the defendant is certainly not in work, and has no visible means of subsistence; consequently, he fails to prove that defendant has the means to pay, and cannot get him committed. But even where the defendant is in work, it is often very inconvenient over a claim of a few shillings to go into the country and see him working, thus getting evidence on which to commit him. I venture to think it would be no hardship on debtors, and a great boon to creditors, if after judgment the defendant's means were assumed, as in administration orders under section 122 of the Bankruptcy Act, 1883. Shift the onus of proof, and let it be for the defendant to prove that he has not had the means of payment, instead of requiring the plaintiff to shew that the defendant is able to pay. Much has been said and written of late years as to the best means to popularize the society with the profession. I believe the reason why more young solicitors do not join it is that they feel that their interests are lost sight of in the mass of weightier matters affecting the large conveyancing firms which are principally represented on the council. May the council remove this impression by devoting attention to the points I have raised in this paper! For my part I gladly acknowledge the great services of the council to the profession and the public in promoting many most salutary reforms; but I certainly do think that its members consist too exclusively of the "family solicitor type" to allow it to pay much attention to anything so far beneath their notice as the defects of the far from lucrative county court system, of the working of which the majority of them are very possibly completely ignorant. Surely the council might, with great advantage, be made more representative by its members promoting the election of one or two young solicitors (not connected with any large or old-established firm) who could give useful information to the family conveyancers as to the practice in the county courts, the encroachments of unprofessional men, and other matters of great importance, not only to the junior members of a powerful profession, but also to the community at large. Let me observe, in conclusion, that when I penned the foregoing remarks the valuable paper on "The Future of County Courts," read by Mr. W. Simpson, of Leicester, to this society at Newcastle-on-Tyne last year, had escaped my notice. I have, however, since had the privilege of perusing it, and have found that he therein deals with some of the scandals to which I have referred, and notably the delay in getting the summonses served; but as the nuisance remains unabated, I think I am justified in travelling the same ground again, the more so as his experiences indicate how widespread are the evils complained of. To embody my points in the form of a resolution, I will move: "That with a view to the speedy recovery of debts in the county courts, this meeting requests the council to consider the best means of insuring the prompt service and execution by county court bailiffs of the summonses and warrants intrusted to them; and to promote legislation with the object of enabling plaintiffs in default summonses to obtain judgment eight days after service of the summons, unless the defendant shall in the meantime by affidavit shew a good defence on the merits of the case, and obtain leave from the registrar to defend the same; and with the further object of relieving plaintiffs in judgment summonses from the necessity of proving the defendant's means, such means to be assumed until the contrary be proved."

He then moved the resolution with which the paper concluded.

Mr. J. B. NORRIS (Stone) seconded.

Mr. F. K. MUNTON (London) moved as an amendment: "That this meeting is of opinion that the increase of work cast upon the county courts by the Act of 1888 demands a complete revision of the system and rules, especially in the directing of minimizing dilatory defences, enlarging the powers of registrars in petty cases, reducing court fees and facilitating the process of execution, and while recognizing the many efforts of the council to bring about reform urgently recommends them to continue their exertions." There was a general feeling that the summary process of order 14 of the High Court should, except in the cases of very poor defendants, be adopted in the county court.

Mr. W. W. M. HAYWARD (Rochester) seconded the amendment. He said the Law Society had always taken the matter under their serious consideration, and two committees had been appointed, of one of which he was vice-chairman and of the other chairman. It was particularly impressed upon the council as to the desirability of applying order 14 to county court cases, and he might say, being on the committee of county court registrars, that they were all of that opinion.

Mr. WOODHOUSE (Hull) said his only disagreement with Mr. Soulby's proposition was that it was not sufficiently comprehensive. It took one

p int only, and thereby impliedly put the others in the background. He would move as an amendment: "That the recommendations of the council to the Lord Chancellor on the subject of the alteration of the rules of practice and procedure and the scale of costs be urgently pressed on his lordship and the Rule Committee of the County Court Judges with a view to their early approval and adoption." The council had urged upon the Lord Chancellor the necessity of submitting the proposed rules to the council so that they might be forwarded to the provincial law societies that suggestions might be made with regard to them. The Lord Chancellor had sent the council a copy of the new rules, but had stated that they were practically settled, but he afterwards embodied one or two of the council's suggestions, and the others remained over for consideration. They must bring all the pressure they could upon the County Courts Rules Committee and the Lord Chancellor, but they would never do anything until they sent a deputation. The council were fully alive, not only to the points urged to-day, but to all other points connected with the matter.

Mr. MUNTON withdrew his amendment in favour of that of Mr. Woodhouse.

Mr. SOULBY also withdrew his motion, and the amendment was put as a substantive motion, and carried unanimously.

LAW OF PARTNERSHIP.

Mr. G. R. DODD (London) read a paper on this subject which we hope to print next week.

At the conclusion of the paper he moved: "That in the opinion of this meeting it is expedient so to amend the law of partnership that two or more persons may be at liberty to enter into partnership together limiting the liability of the partners to any sum they may think fit, provided they should add the word registered or limited, and if they shall first be registered full particulars as to the name and private address of such partner, the nature of the business to be carried on, and the amount found or contributed or agreed to be contributed by each partner."

Mr. MCLELLAN seconded.

Mr. WARREN (Leeds) hoped the time was far distant when it would be considered an advisable course to adopt to register the capital of each partner in a concern.

Mr. HOWLETT (Brighton) thought this too great and important a step to be dealt with so summarily.

Mr. S. S. SEAL (London) was not aware of any complaint on the part of the commercial community that the facilities already granted them for carrying on business were not sufficient, and he urged them to consider the propriety of submitting to the council any such resolution.

Mr. DODD, in reply, asserted that he knew such provision to be needed.

Mr. J. J. COULTON (Lynn) moved: "That the meeting proceed to the next business," and this was seconded by

Mr. MCLELLAN, and agreed to.

Mr. DODD moved: "That this meeting is of opinion that anyone carrying on business in partnership with another person or persons as a firm or company or otherwise than in his own full Christian and surname, and not having registered under any Acts, should, under substantial penalties to be summarily recoverable, be required to register full particulars of the names and residences of his partner or partners, if any, or that such person is trading alone as a firm or company."

Mr. MUNTON seconded the resolution. He said the same principle had been brought forward again and again in Parliament. It had never been voted against, but the Bill had fallen in the usual massacre of the innocents.

Mr. SEAL thought the matter commended itself rather to the commercial classes than to solicitors. What justification was there for saying the commercial classes had a substantial grievance in respect of it?

Mr. DODD, in reply, asserted that the mercantile world did require this reform, or at any rate their solicitors, who had to take proceedings on their behalf, did so.

The motion was carried by 38 votes to 10.

WIDOWS' FUNDS CONNECTED WITH THE LEGAL PROFESSION IN SCOTLAND.

Mr. J. HUNTER, in the absence of Mr. A. P. Purves (Edinburgh), read a paper on this subject written by that gentleman, in which he suggested the establishment in England of a widows' fund, or mutual system of annuity insurance, in connection with the Incorporated Law Society.

DINNER.

In the evening the Leeds LAW SOCIETY entertained the visitors at a dinner at the Town Hall, Mr. HENRY NELSON, president of the Leeds Law Society, occupying the chair.

The CHAIRMAN, in proposing the health of "The Incorporated Law Society of the United Kingdom," said that its representative character was recognized by Parliament and the highest courts of the realm, and it was much cherished by all members of the profession.

The PRESIDENT of the Incorporated Law Society, in returning thanks, remarked that the society had fulfilled its mission, as was proved by the fact that, with the sanction of the Legislature, it had from time to time extended its powers and added to its responsibilities. He referred in particular to solicitors' education and the fact that the duties of the Petty Bag Office had been recently transferred to the society. He believed the society would always exercise its powers for the public weal and uphold the just rights of the profession.

Sir ALBERT ROLLIT, M.P., proposed "The Bench and the Bar,"

Mr. W. BRUCE (the stipendiary magistrate) responding.

Mr. B. G. LAKE gave the toast "The Country Law Societies," pointing out the great influence the provincial societies had exercised upon legislation.

Mr. T. MARSHALL responded, claiming for the societies that they did their work without any self-regarding or selfishness, but with a view to the interests of the great community of which they formed no inconsiderable part.

Mr. J. A. ROSE proposed "The Town of Leeds"

The MAYOR (Mr. W. L. Jackson) and Mr. J. BARRAN, M.P., having acknowledged the compliment,

The VICAR OF LEEDS (Dr. Talbot) gave the health of the Chairman, which that gentleman briefly acknowledged, and the proceedings terminated.

WEDNESDAY'S SITTING.

ENGLISH AND FRENCH LAWYERS.

Mr. MUNTON read a paper upon this subject which we hope to print next week.

Mr. MILLER inquired what was the nature of the remuneration of French lawyers.

Sir T. MARTINEAU (Birmingham) said the remuneration of *avoues* was very similar to that of barristers in England. The justice administered by the *juges de paix* was of the very best sort.

Mr. COULTON asked if the French people were satisfied with the system.

Mr. MUNTON said he could not answer this question. No such things as partnerships in the legal profession were known in France, but the fees received by judges, barristers, and solicitors were very much less than in England.

Sir ALBERT ROLLIT thought the *Conseils des Prud'hommes* spoken of in the paper would be of great value in England in settling such matters as the recent strikes. He considered the English system the best, remarking that as a whole we were proud of our laws, and proud of those who administered them, and they would compare favourably with those of other countries.

Mr. H. BRAMLEY (Sheffield) asked what benefit the *notaires* got from the practice which they had exclusively in their hands, and whether the stamp duty and fees payable on a legal conveyance did not amount to about ten per cent. of the purchase-money.

Mr. MUNTON said the reason the amount paid by the *notaires* for succession to a business was not that the fees they received were high, but that the transactions were numerous. The fees on a conveyance were approximately as Mr. Bramley had stated.

COURT OF CRIMINAL APPEAL.

Mr. W. DIGBY THURNAM (Liverpool) read the following paper on this subject:—

Whatever apology may be needed for this paper and its writer, I think I may with confidence premise that none is needed for its subject. It is one which recent events have conduced to bring into greater prominence than ever. To these events I shall endeavour not to refer needlessly. But their consequences remain, and in view of the declaration by Lord Fitzgerald in the Upper House, and the subsequent Ministerial intimation in the Commons, it can hardly be denied that the revived proposal for a court of criminal appeal is distinctly "in the air" during this recess, and that next session will not improbably see a serious attempt to give it force. Under these circumstances, it may not be unprofitable for members of the legal profession to expend a little time and thought in maturing their views of the question. While I hardly hope to contribute to the discussion much that is new, or anything that is remarkable, I shall still be amply repaid if, by the indulgence of my hearers, I am enabled to present in their proper light some few considerations that should not be lost sight of when the proposal comes to be dealt with by practical politicians. Bear with me, then, while I say a word or two of introduction upon the existing state of the law. Here it is, I fear, impossible to avoid trite generalities, requisite, as you will agree, to shew "where the shoe pinches"—if pinch it does. My hearers are aware that, speaking broadly, there is no appeal given by the law of England in criminal cases, save for some error of law apparent on the record. In other words, no conviction can be, by legal process, reversed or reviewed, however erroneous or doubtful it may be shewn to be in fact. To take a strong, but by no means impossible, case—that of a wrongful conviction for murder, procured by the conspiracy and perjury of the actual murderers. Although this may have been followed by the conviction of the guilty parties, upon evidence judicially demonstrating the absolute innocence of the original convict, there is no means known to the law by which the latter can set aside the verdict against himself. True, the Secretary of State might, and, in such case, would, advise the grant of a free pardon, which would nullify, as far as possible, the legal consequences of the miscarriage of justice, but, apart from the logical objection to pardoning a man for an offence on the ground that he did not commit it, there is the further and, to my mind, weightier objection, in the interests alike of the individual and of society—namely, that such a procedure converts what should be, in substance and in practice, a matter of right and justice into what is, in form and in theory, one of grace and mercy. Or, to take the case of a conviction, arrived at perhaps hastily, upon insufficient or, at least, inconclusive evidence, or where the evidence merely establishes a minor offence. Here, again, the only course is to let the verdict stand, but to modify its effect by means of the royal prerogative of mercy. The remission or commutation of a sentence in such cases may, while an accomplished lawyer, as at present, presides at the Home Office, represent, as nearly as possible, the result sought to be attained by a regular appellate tribunal. But, though the right end may be reached by imperfect machinery, it may be so reached at a too enormous cost, and it will be obvious to all law-abiding citizens that this is the case, wherever the action of the Minister appears, even falsely (for here the appearance is as bad as the reality), to be due, not so much to legitimate criticism, as to irresponsible agitation, alike unreasoning in its aims and disgraceful in

its methods. The only exceptions to the general rule as to the irrevocable nature of a conviction are to be found in (1) the power of the Queen's Bench Division to grant a new trial in certain cases; and (2) the power of the Court for Crown Cases Reserved to quash a conviction upon a point of law. It will not be amiss to consider shortly these two exceptions. As to the first, it certainly seems as if it were stated in far too general terms in Blackstone's Commentaries (book IV. cap. 27) that "in many instances, where, contrary to evidence, the jury have found the prisoner guilty, their verdict hath been mercifully set aside, and a new trial granted by the Court of King's Bench." The authorities, on the contrary, bear out the Report of the Criminal Code Commission (1879), which states that the motion for a new trial is confined to cases that "have either originated in, or have been removed into, the Queen's Bench Division, and, as it seems, to cases of misdemeanour." It is true that in one, and only one, reported case, that of *Reg.* v. *Scaife et al.* (17 Q. B. 238), a new trial for felony was granted, and actually took place, but that decision has since been practically overruled. The case, however, demands more than a mere passing notice, as it presents some instructive features. An indictment for felony against three prisoners had been found at the Hull Sessions, and removed into the Queen's Bench. The first trial took place at the York Assizes, when two of the prisoners were convicted. A new trial was subsequently granted by the court, consisting of Lord Campbell, C.J., and Coleridge and Erle, JJ., on the grounds of misreception of evidence and misdirection. Neither the arguments at the bar nor the judgments touched upon the power to order a new trial, which seemed to be assumed throughout, though, on counsel suggesting that there was a difficulty in ascertaining what rule should be drawn up, no precedent having been found for a new trial in a case of felony, Lord Campbell observed that that might have been an argument against their hearing the motion. The second trial was held at the Hull Sessions, when the prisoners were once more convicted, and this time received a heavier sentence than at the first trial. Thus the net result of the sole recorded retrial for felony was to increase the sentence, which goes to shew that in criminal, as in civil, cases a new trial may not always prove an unmixed benefit to the party obtaining it. The same question came before a strong Judicial Committee of the Privy Council in *Reg.* v. *Bertrand* (L. R 1 P. C. 520). The committee, singularly enough, included Sir J. T. Coleridge and Sir William Erle, two of the judges who had concurred in the decision in *Reg.* v. *Scaife*. The appeal was from the Supreme Court of New South Wales, which had ordered a new trial for murder, on the ground of irregularity. The colonial court had, by its constitution, the same powers as those of the superior courts in England. Yet it was here held by the committee, after full argument, that there was no power to order a new trial for felony, and that *Reg.* v. *Scaife* was not to be followed. In *Reg.* v. *Murphy* (L. R 2 P. C. 535) the judgment of the Privy Council was again to the same effect under very similar circumstances. It is noticeable that, in each of these two cases, the committee recommended a further application to the Executive. As to the second exception, consisting of those convictions that are reviewed by the Court for Crown Cases Reserved, it should be pointed out that the practice up to 1848, when any question of law not appearing on the record arose, was for the judge to reserve the point for the consideration of all the common law judges, who usually met at Serjeants'-inn for the purpose early in each term. The judges determined the point informally without giving reasons, and, if the result was favourable to the prisoner, he was pardoned. By the Act 11 & 12 Vict. c. 78 this procedure was put on a formal footing, by the establishment of what is known as the Court for Crown Cases Reserved sometimes loosely termed the Court of Criminal Appeal. The court was to consist of "the justices of either bench and the barons of the exchequer, or five of them at the least, being met in the Exchequer Chamber or other convenient place," the intention, as I gather, being to constitute a court on similar lines to the Exchequer Chamber. One of the three chiefs of the then common law courts was always to be of the *quorum*. The effect of the Judicature Acts, 1873 and 1881, has been to compose the court of the judges of the High Court, or five of them at least, of whom the Lord Chief Justice of England shall always be one, unless prevented by illness or otherwise. The court can only consider questions of law reserved by the judge in the event of a conviction. The court's function is strictly limited to that of either affirming or quashing the conviction It has no power to order a new trial. In the case of *Reg.* v. *Gibson* (18 Q. B. D. 537) the court held that, where evidence had been wrongly admitted, and left to the jury, although there was other evidence sufficient to support the verdict, the only course was to quash the conviction. It seems tolerably clear that the existing court, circumscribed as its position is, can only to a very slight extent supply the need of a really efficient court of criminal appeal. That such a need exists is now so fully recognized by an influential *consensus* of authority that I need hardly trespass on your attention by labouring the point. Suffice it to say that the Criminal Code Commission, consisting of Lord Blackburn, Lush, L.J., Barry, L.J., and Stephen, J., reported in its favour, and by the code, introduced as a Government Bill by the then Attorney-General, Sir John Holker, in 1879 and 1880, an elaborate scheme of provisions was made for criminal appeals. The leading provisions of the scheme may be shortly summarized as follow:—(*a*) The court to consist of at least five judges of the High Court. (*b*) By leave of the court a further appeal to lie to the House of Lords. (*c*) Appeals upon matters of law to be (unless frivolous) allowed by the judge, or (on his refusal) by the Attorney-General. The court to either confirm the ruling, order a new trial, or order a discharge. It was also tentatively proposed that appeals upon matters of law might be allowed at the instance of the prosecution, as well as of the accused, but the commissioners, as a body, expressed no opinion on this point. (*d*) Appeals upon matters of fact to be only by leave of the judge, and to be brought by motion for a new trial, on the ground of the verdict being against the evidence. (*e*) Appeals upon facts discovered since the trial to be by new trial, by order of the Home Secretary. As it may be taken for granted that the above scheme would form the basis for any amendment of the law, I prefer, instead of hazarding any brand-new proposals, to confine myself to a few respectful suggestions arising out of those already formulated. (*a*) First, as to the composition of the court. While a tribunal of five judges of the High Court is one which must always command respect, still I cannot help thinking that, in view of the exceptional nature of the proposed new jurisdiction, an attempt should be made to constitute a stronger court. It may be said that the projected court follows, in this respect, the precedent of the existing Court for Crown Cases Reserved. But, if there be ground for my view, that the Act establishing that court intended to put it on an equality with the Exchequer Chamber, then it seems to follow that the framers of the Judicature Act should rather have given to the Court for Crown Cases Reserved something of the same character as the Court of Appeal, which succeeded the Exchequer Chamber. For these reasons I should prefer to see the *quorum* of the new court consist of seven judges of the Supreme Court, two of whom should be selected from the ordinary judges of the Court of Appeal, and the remaining five from the judges of the High Court. It think it is important that judges of first instance should be represented as well as those of the appellate bench. The former are, by the very nature of their position, more versed in the ways of witnesses and juries than the latter. (*b*) Given a thoroughly strong court of criminal appeal, I doubt the advantage of the proposed further appeal to the Lords, even by leave. In creating a new jurisdiction I think that any unnecessary multiplicity of appeals should be avoided. Their undue extent has brought occasional discredit on our civil judicature, and we should be careful how we open the door to similar abuses in criminal matters. It will be a bad day for England when criminal justice can be defeated or delayed by "the long purse." (*c*) The proposed provisions as to appeals upon matters of law do not call for much comment, as they are mainly a development of the principle of the Court for Crown Cases Reserved. The extension to the court of the power to order a new trial supplies a distinct want in the existing system. The code provided for a suggestion that the right of appeal upon matters of law should no longer be unilateral, but should be open to the prosecution as well as to the accused. Whatever logical reasons may be urged in favour of this, it is, I venture to submit, a grave departure from the ancient principle of our law, that no man may be twice imperilled on the same charge. For this reason I incline to think that it would not, and should not, have much chance of passing, and, indeed, the learned commissioners seem to anticipate as much. (*d*) The introduction of appeals upon matters of fact is really the *crux* of the commissioners' scheme, facing, as it does, the cardinal existing want. The scheme recognizes the right of a jury to pronounce ultimately upon the fact, by requiring a new trial, while it also insures that the verdict on the original trial shall not be lightly challenged by providing that the motion shall only be made by leave of the judge. If a limit must be set upon the liberty of moving for a new trial, it seems difficult to suggest any other than the one proposed. The leave of the judge would be sufficient guarantee that the motion was neither frivolous nor hopeless, though it need not be deemed to imply an active disagreement, on his part, with the verdict. I hope it will not be thought hypocritical if I here take exception to the form of motion proposed, which, following the precedent of civil actions, is to be based on the ground that the verdict was "against the weight of evidence." I cannot but consider this expression misleading, and inapplicable to a criminal case, as it appears to me to overlook the essential difference between civil and criminal trials. In the former it is often the duty of a jury to balance nicely testimony of a complicated and conflicting kind, and give their verdict for the party on whose side the "weight of evidence," in their judgment, preponderates. And their verdict, unless so utterly unreasonable and improper as to be almost perverse, will not be set aside by the courts, even though the evidence might have reasonably warranted a contrary finding. The judgment of the House of Lords in the recent appeal of *Metropolitan Railway Co.* v. *Wright* (11 App. Cas. 152) has put this proposition beyond question. As the present Lord Chancellor there well said: "If reasonable men *might* (not 'ought to') find the verdict which has been found, I think no court has jurisdiction to disturb a decision of fact, which the law has confided to juries, not to judges." But this principle can hardly be applied to criminal trials, where it is the duty of the jury to start with a mental prepossession in favour of the accused, and only to convict if the evidence wholly excludes all reasonable doubt of guilt. It is surely not enough to warrant a conviction that the "weight of evidence" should point to a probability of guilt rather than to one of innocence. If, after reconsidering the evidence, a majority of the court felt a substantial doubt of the correctness of the verdict, then I think that the accused should have the benefit of that doubt, but only to the extent of going for trial afresh before another jury—the popular and constitutional tribunal. So far from this diminishing the conscientious care with which juries generally act, I believe, in the long run, it would tend to give more moral finality to their verdicts. (*e*) The power proposed to be given to the Secretary of State to order a new trial, upon facts discovered since the original trial, is a useful corollary to the proposal to allow appeals upon matters of fact. It is to be observed that the commissioners' scheme preserves intact the royal prerogative of mercy. Indeed, it would be one of the most beneficial results of the new court that it would relieve the Minister of an arduous duty, to which the resources of his department are hardly suited, and yet leave him free to exercise his rightful function, that of recommending the clemency of the Crown (properly so called) in deserving cases. Time will not permit me

to more than allude to the Ministerial measure, for the establishment of a court of criminal appeal, introduced in 1883 by Sir Henry James, then Attorney-General. It passed through the Grand Committe on Law, but eventually died a natural death. Its provisions were a good deal more intricate and far-reaching than those of the code. In particular, it drew a distinction between capital and non-capital cases, giving, in the former, an indiscriminate right of appeal. A private members' Bill was brought in last year by the late Mr. C. H. Anderson, Q.C., together with Sir John Simon, Sir A. K. Rollit, Mr. Rowntree, and Mr. Bradlaugh. These gentlemen proposed a court, consisting of three judges of the High Court, to which all persons convicted of any criminal offence would be entitled, as of right, to appeal, on any ground of law or fact. Should any one judge be of opinion that the conviction ought to be reversed, such conviction was to be reversed accordingly. This provision would give a single nominee of the Crown power to override absolutely the finding of fact by a popular jury. It would extend, for the first time, the principle of unanimity from the jury-box to the bench. It would mean that, in every serious case, the conviction must be ratified by a jury of judges. It is not difficult to imagine cases in which the result might hardly accord with the intentions of the framers. On the other hand, no constitutional principle is violated by a new trial. It is surely better not to rashly remove landmarks, planted by the wisdom of our ancestors, and justified by the experience of centuries. In conclusion, I can only express my earnest hope that a well-considered Government measure, and one that will commend itself to thoughtful members of both, or I should say all, political parties, may be laid before the Legislature with as little delay as possible, so as to give effect to a reform for which I believe a great and growing body of educated opinion to be fully prepared. I beg to submit the following form of motion:—"That the council be requested to take into their consideration the subject of a court of criminal appeal, and to communicate their recommendations to the Lord Chancellor and the Attorney-General before the ensuing session of Parliament."

He concluded by moving the resolution.

Sir ALBERT ROLLIT seconded, observing that the Bill had the recommendation that it was introduced before the recent agitation with regard to the Maybrick case. He concurred with the principle of the Bill, on the ground that the first object of jurisprudence was the obtaining of justice, and also that it was necessary there should be public sympathy with the administration of the law. The appointment of an appeal tribunal would be a check upon any miscarriage of justice, and it was a disgrace to the Legislature that the Criminal Code Bill had remained neglected for a dozen years nearly. With a free pardon a man went into the world with a stain upon his character, and he had a right to demand that it should be cleared, and there ought to be a new trial. He thought the five judges proposed in the paper too many, and would prefer three only. He, however, cordially seconded the resolution in principle, but it was qualified by the reader, who had observed in his paper that only a Government measure would deal with it. He (Sir Albert Rollit) had no objection to a Government measure if the Government would only make haste about it.

Mr. B. G. LAKE (London) did not believe there was any want really felt of a court of criminal appeal. The tendency of juries was to find a verdict of acquittal in a capital case. The proposal was that within thirty days after the trial a motion should be made for a new trial. Was it reasonable or practicable to suppose that within that time such an alteration of the evidence could be found as to make it likely a new trial would be granted? Every man who was convicted capitally could appeal. He would take his chance of a new trial. They were proposing to throw upon a certain number of judges the responsibility of saying whether a man was to be hung or not, and they could only have a new trial on the footing that there was on the evidence before the court a reasonable doubt that the verdict was a just one. No jury would take the responsibility, in face of the decision of the one judge who was doubtful, of saying a man was guilty. A man with money would also have an enormous advantage over one without, and the result of a second trial would always be a feeling that the man must not be hanged. He instanced the example of America as to the bad working of criminal appeal.

Mr. HAYWARD said he thoroughly indorsed Mr. Lake's sentiments.

Mr. COULTON said that some of the objects of a criminal appeal would be met if the judge who tried the case, if he dissented from the conviction, should be allowed to set aside the verdict, but not in case of acquittal.

Mr. J. C. HEMINGWAY (Leeds) spoke of the difference of procedure in civil and criminal cases and of the way in which a prisoner was safeguarded by the trial before the magistrate, a grand jury, and finally a petty jury. He proposed that the juries should be composed of men with legal training.

Sir GEORGE MORRISON (Leeds) did not think it desirable that judges should be appointed to reverse the decisions of juries upon questions of fact.

Mr. J. ANDERSON ROSE (London) agreed entirely with what Mr. Lake had said. He objected altogether to juries of experts.

Mr. F. J. MUNBY (York) was in favour of a verdict of a majority of the jury being received instead of its being necessary that it should be unanimous.

Mr. R. S. CLEAVER (president of the Liverpool Law Society) agreed in deprecating the American methods.

After an adjournment for lunch,

Mr. MILLER said the arguments seemed to be founded upon a supposition that the Appeal Bill was to apply only to capital cases.

Mr. LAKE said the three Bills applied to all criminal cases, of whatever degree.

Mr. J. W. MARTIN (Reading) supported the resolution. There could be no possible injustice in a court of criminal appeal.

Mr. T. SIMPSON (Leeds) said his experience was that there was rarely a case of a person wrongfully convicted, but in numerous cases the guilty man went free. There should be a right of appeal on the part of the Public Prosecutor in these cases also.

Mr. HERLIS moved the insertion of the words "if they so see fit" after the word appeal.

Mr. MARGETTS (Huntingdon) seconded.

Mr. THURNAM suggested that all the words after appeal should be left out, and the resolution was passed with that omission, as follows:—"That the council be requested to take into their consideration the subject of a court of criminal appeal."

CONTRACTS OF MARRIED WOMEN.

Mr. J. WHITE, LL.D. (London), read the following paper:—

The Married Women's Property Act 1882 was generally supposed at the time of its passing to have greatly enlarged the capacity of married women to contract. In fact, it is scarcely too much to say that the popular notion of the effect of the Act in this respect was that it placed contracts with married women on substantially the same footing as contracts with women who were not married. The result of the popular notion has been that dealings with married women have been entered into with much greater freedom, and with much less care, than they were entered into before the passing of the Act. According to my own experience, goods are supplied on credit, and even houses are let, to married women on the very faintest evidence that they have separate estate, and without any inquiry whether that estate, if it exists at all, can be made available in case of failure on the part of the married woman to discharge her obligations. The Act has now been in operation for seven years, and numerous cases relating to its effect on the contracts of married women have been decided. It is possible, therefore, after a consideration of the cases, to form a fair opinion of the effect of the Act; and the importance of the subject to the public in general, and to lawyers in particular, must be my justification for discussing the matter at this meeting. The result of such discussion will be to show that the popular notion of the effect of the Act was, according to the interpretation since placed upon it by the courts, wholly erroneous, and that, with the exception of enabling married women in certain cases to bind separate property acquired by them subsequently to the date of their contracts, their capacity for contracting has not been enlarged at all. Like most other Acts, the Act of 1882 requires some historical knowledge of the state of the law which preceded it to render it intelligible, and law on all points changes so rapidly nowadays, that no excuse need be made for stating very shortly the history of the matter before the passing of the Act. At common law a married woman was (with one or two unimportant exceptions by reason of local customs) absolutely incapable of binding herself by contract, as it was popularly said husband and wife were one. About the reign of James the First the Court of Chancery began to recognise the right of a married woman to have separate property, and from that time downwards the court, by a series of decisions, gradually established the law relating to the wife's separate property, the result in the end being that property could be given to the wife, or settled by her on her marriage, for her separate use, free from the debts, control, and engagements of her husband; and that, by the use of apt words, the wife could be restrained during coverture from alienating the property so given or settled, the common form being to give the property "without power of anticipation." With regard to contracts, it was laid down by Lord Thurlow in the leading case of *Hulme* v. *Tenant* (1778) that the wife's separate estate would be made liable for her general engagements, as, for instance, payment of debts. Her person was not liable, but her property was. The restraint on anticipation was invented and upheld by the Court with the avowed intention of preserving it against the influence of the husband, but in 1852 it was held in *Fitzgibbon* v. *Blake* (3 Ir. Ch. Rep. 328, 330) that a creditor would have no right to be paid out of separate estate subject to such restraint, save out of the arrears of interest actually due on the separate estate when the debt was contracted. The result was that property which the wife was restrained from anticipating was rendered practically free from execution in any action to enforce her contracts. It was not, however, until 1881 that the *Court of Appeal* decided in *Pike* v. *Fitzgibbon* (17 Ch. D. 454, 29 W. R. 551), that the contract of a married woman bound only separate estate existing at the time of the contract, and only so much of that estate as remained when judgment was sought to be enforced; the result being that the plaintiff had to show that separate estate existed at the time of the contract, and that the whole or some portion of that estate still existed when he sought to enforce his judgment. The reasoning in this case was that the Court of Chancery had not given a married woman any power of contracting, but had simply as a matter of equity enforced her contracts against the separate estate which she had at the time of contracting—that, in fact, she could not contract in the proper sense of the word. As Brett, L.J., put it, "The decisions appear to me to come to this: that certain promises (I use the word 'promises' in order to show that in my opinion they are not contracts) made by a married woman, and acted on by the persons to whom they are made on the faith of the fact known to them of her being possessed of a separate estate, will be enforced against such separate estate as she was possessed of at that time, or so much of it as remains at the time of the judgment recovered whether such judgment be recovered during or after the cessation of the coverture." It is not worth arguing whether the Court of Appeal or Malins, V.C. (whose judgments were reversed), was right in this case, as the Act of 1882 undoubtedly restored the Vice-Chancellor's view of the law within a year after the decision in the Court of Appeal. The first statutory dealing with this subject was by the Act 20 & 21 Vict. c. 85, sec. 21, which provided that a wife deserted by her husband might obtain what is now generally known as a protection order, which protects "any money or property which she

may acquire by her own lawful industry, and property which she may become possessed of after such desertion," and provides that, "if any such order of protection be made, the wife shall during the continuance thereof be and be deemed to have been during such desertion of her, in the like position in all respects with regard to property and contracts, and suing and being sued, as she would be under this Act if she had obtained a decree of judicial separation." This Act is not affected by the Act of 1882, and the cases that arise under it are not of sufficient frequency to require further discussion. The Married Women's Property Act of 1870 was an Act which had for its object the enlargement of married women's rights to hold property to their separate use, the principal section providing that their earnings should be so held. Except with regard to insurance, it did not enlarge a married woman's power of contracting. The Act of 1884 dealt wholly with the question of the liability of the husband for his wife's debts. It may be said, therefore, that in substance the liability of a married woman on contracts made during coverture rested solely on the judge-made law of the Court of Chancery, the only exception being the statutory one in the case of a married woman who had obtained a protection order. The Act of 1882 was first introduced into the House of Commons by Mr. Hinde Palmer in 1880, and, after discussion, withdrawn. It was reintroduced in 1881 and referred to a strong select committee, but eventually withdrawn, being brought again into the Lords in 1882 by Selborne, L.C. In this session it was passed with hardly any discussion in either House. It is not, therefore, a Bill passed in a hurry, and it might reasonably have been expected to have been clearly drafted. With regard, however, to the subject matter we are discussing, its provisions are by no means so clear as they might be. Section 1, sub-sections 2, 3, and 4, provide as follows:—"(2) A married woman shall be capable of entering into and rendering herself liable in respect of and to the extent of her separate property on any contract, and of suing and being sued, either in contract or in tort, or otherwise, in all respects as if she were a feme sole, and her husband need not be joined with her as plaintiff or defendant or be made a party to any action or other legal proceeding brought by or taken against her; and any damages or costs recovered by her in any such action or proceeding shall be her separate property; and any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property and not otherwise. (3) Every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate property unless the contrary be shown. (4) Every contract entered into by a married woman with respect to and to bind her separate property, shall bind not only the separate property which she is possessed of or entitled to at the date of the contract, but also all separate property which she may thereafter acquire." Now, grammatically considered, it would seem that the effect of these three sub-sections is to render a married woman capable to contract and to sue and be sued "*as if she were a feme sole*," her contracts binding her separate estate, both that which she possessed at the date of the contract and that which she might thereafter acquire; and this was the general opinion of the text-writers on the Act. It is, however, by no means the construction which the Courts have adopted. In *Re Shakespear*, *Deakin* v. *Lakin* (June 1885) (30 Ch. D. 169, 33 W.R. 744, 53 L.T. 145), Pearson, J., held that a married women to bind her separate estate at all must have some separate estate at the time she contracted; and in *Palliser* v. *Gurney* (July 1887) (19 Q.B.D. 519, 35 W.R. 760, 56 L.J.Q.B. 546), Esher, M.R., Lindley and Lopes, L.JJ., sitting as a Divisional Court, approved this dicision and held that the onus was on the plaintiff to prove that the married woman had separate estate at the time she contracted. The curious effect of this construction is that, if a plaintiff proves that the married woman had sixpennyworth of separate property at the date of the contract, he can render all her subsequently-acquired separate estate liable; while on the other hand, if he does not show the existence of the sixpennyworth, the married woman's property subsequently acquired is not liable, although it may amount to a million. The judgment of Pearson J., as reported in *Re Shakespear*, gives no reasons. The reasoning on which the judgments are based in *Palliser* v. *Gurney* is substantially that of grammatical construction merely, although in one report (56 L. J. Q. B. 546) Lord Esher is reported to have said: "The Act is not an Act simply regarding contracts made with married women. It is said that the Act makes a married woman liable to a judgment obtained against herself personally upon every contract which she makes in her own name. If the Legislature had so intended it would have been easy to have said so, but if it had, the Act would not have been one in respect of the property of married women, but in respect of their contracts." But this observation seems to have no force, as the Act does in terms deal not only with property but with contracts. With great respect it is submitted that the decision is incorrect, even as a matter of grammatical construction, and that having regard to the history of the law on this subject, and to the whole scheme of the Act, the true effect of sub-section 2 was to give a married woman capacity to contract, as distinguished from the merely equitable power of binding her separate estate, which the Court of Appeal in *Pike* v. *Fitzgibbon* held that she alone possessed; the latter part of the sub-section restricting the remedy on her contracts to her separate estate. It would be tedious to go through the analysis of the words of the section on which this submission is based, besides which, every member at this meeting is as competent as the writer to do so. It may be that in practice it will be so easy to prove the existence at the date of the contract of the necessary sixpennyworth of separate estate that the decision will have but little effect. Theoretically it is a point of much importance, and although the Divisional Court was constituted of three judges of appeal, it deserves reconsideration. With regard to property which a married woman is restrained from anticipating, this was liable to execution under the Act of 1870 in respect of debts contracted before marriage (*Axford* v. *Reid and wife* (January, 1889), 22 Q.B.D. 548, 37 W. R. 291). This case, however, was decided on the express words of section 12 of that Act, which is repealed (with the usual saving clause) by section 22 of the Act of 1882. Section 19 of the last-mentioned Act expressly provides that "nothing in this Act . . . shall interfere with or render inoperative any restriction against anticipation at present attached, or to be hereafter attached to the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will, or other instrument; but no restriction against anticipation contained in any settlement or agreement for a settlement of a woman's own property to be made or entered into by herself shall have any validity against debts contracted by her before marriage, and no settlement or agreement for a settlement shall have any greater force or validity against creditors of such woman than a like settlement or agreement for a settlement made or entered into by a man would have against his creditors." The result of this provision is to take the property subject to the restraint absolutely out of the reach of the creditor by any process of execution. *E.g.*: a charging order cannot be got (*Smith* v. *Whitlock*, 34 W. R. 414, 55 L. J. Q. B. 286); a receiver cannot be appointed (*Beckett* v. *Taskir*, 19 Q. B. D. 7, 36 W. R. 158, 56 L. T. 636), even after the death of the husband where the debt was contracted during coverture. The exception in the section seems to be directed to such a case as *Ex parte Bolland* (L. R 17 Eq. 115), where a settlement made by a man on his marriage of all property he then had and all property he might acquire was held void against creditors as fraudulent under the Statute of Elizabeth. Notwithstanding restraint on anticipation, the court may, "if it appears to the court for her benefit," by judgment or order with the consent of a married woman, "bind her interest in any property" (Conveyancing and Law of Property Act, 1881, section 39). But even assuming that a married woman could be got to consent to have her interest bound in favour of a creditor, it by no means follows that the court would so bind it. So long as *Palliser* v. *Gurney* stands, the law must be thus stated: The contracts of a married woman entered into during coverture are not enforceable, unless the plaintiff proves that at the date of the contract she possessed separate estate (a nominal amount in value will do *quære*). If that be proved, then her contracts are enforceable against any separate estate not subject to restraint on anticipation she may possess when judgment is sought to be enforced against her. With regard to her contracts entered into before marriage, it need not be shown that she had separate estate at the date of the contract (*Downe* v. *Fletcher*, 21 Q. B. D. 11, 36 W. R. 694, 59 L. T. 180). The business view to be taken of the matter is that in all dealings with married women, evidence should be procured that at the date of contract they have at any rate some separate estate. This being the present state of the law, we may usefully devote a few words to a consideration of the process of enforcing the liability against the separate estate. First, the form of judgment has been settled by the Court of Appeal in *Scott* v. *Morley* (20 Q. B. D. 120, 36 W. R. 67, 57 L. J. Q. B. 43, 57 L. T. 919) to be as follows:—"It is adjudged that the plaintiff recover £ and costs to be taxed against the defendant (*the married woman*), such sum and costs to be payable out of the separate property as hereinafter mentioned, and not otherwise. And it is ordered that execution hereon be limited to the separate property of the said (*married woman*) not subject to any restriction against anticipation (unless by reason of section 19 of the Married Women's Property Act, 1882, such property shall be liable to execution notwithstanding such restriction"). The practical results which follow from the adoption of this form—which, if I may respectfully say so, appears to be correct—are important, and probably, with regard to the second and third hereafter noted, by no means contemplated by the legislature. First:—Obviously no execution can go against the property subject to restraint. Second:—No committal order under section 5 of the Debtors Act, 1869, can be made against a married woman on such a judgment *Draycott* v. *Harrison*, 17, Q. B. D. 147, 34 W. R. 546; *Scott* v. *Morley*, *ubi sup.* (C. A.) The reasoning is that the Debtors Act only authorises the committal of "any person who makes default in payment of any debt or instalment of any debt *due from him* in pursuance of any order or judgment, &c.; and that on a judgment in the form given in *Scott* v. *Morley* (*ubi sup.*), the debt is not *due from* the married woman—that is, she is under no personal liability to pay it, it being only enforceable against her separate estate." In an Irish case of *Johnstone* v. *Browne* (November, 1886) L. R. Ir. 18, Q. B., C. P., and Ex.), an order was made under the Irish Debtors Act of 1870, section 6 of which corresponds to section 5 of our Act of 1869, for payment of a judgment debt by a married woman out of her separate estate (not subject to restraint on anticipation) by instalments, evidence being given that she had such estate, and on default being made a committal order was granted (S. C., June, 1887) (L. R. Ir. 20, Q. B., C. P., & Ex.), Andrews, J., saying "there was no precedent for committing a married woman to prison, but under the circumstances he was of opinion that he could make the order sought." The defendant did not appear, and the report does not state that any evidence was given that separate estate affected by the first order had been received; but in *Morgan* v. *Eyre* (November, 1887), (L. R. Ir. 20, Q. B., C. P., & Ex. 541) an order for payment by instalments under the Debtors Act was refused, the only evidence being that the married woman had received, since the judgment, income which she was restrained from anticipating. According to the English authorities, however, it may be taken as settled that neither an order for payment by instalments or a committal order can be made against a married woman where the judgment is in the form settled in *Scott* v. *Morley* (*ubi sup.*), whether she has separate estate, either free, or subject to restraint. Third:—A bankruptcy notice cannot be issued on a judgment obtained in this form, nor *à fortiori* can a receiving order be made (*Ex parte Coulson*, Re *Gardiner*, 20 Q. B. D. 249, 36 W. R. 142, 57 L.J. Q.B. 149, 58 L.T. 119). Apparently, therefore, even although a married woman, trading separately from her husband, is subject to the Bankruptcy Laws in respect of her separate estate as if she were a feme sole (under sec. 1, ss. 5, of the Married Women's Property Act of 1882), a petition cannot be founded on default in complying with a bankruptcy notice. Under this head we may note that a

married woman who does not trade separately cannot be made bankrupt at all (*Ex parte Coulson, ubi sup.*); and that if bankrupt she is not bound to exercise a general power of appointment for the benefit of her creditors (*Ex part: Gilchrist* (C. A.), 17 Q. B. D. 521, 34 W. R. 709); and that her life interest (not subject to restraint) under her marriage settlement vests in her trustee, notwithstanding the words at the commencement of section 19 of the Married Women's Property Act, 1882, quoted above (*Ex parte Boyd, Re Armstrong*, 21 Q. B. D. 264, 36 W. R. 772). The result of the foregoing brief review of the decisions on the Act seems to me to be that, while a married woman is at liberty to enter into and take the benefit of any contract she pleases, she is in a much better position than a man or feme sole with regard to her liabilities under such contract. She may have ample separate property at the time when she is sued and yet escape liability by reason of the decision in *Palliser* v. *Gurney*. She may have a large separate income, yet if she enjoys it, as she generally does, "without power of anticipation," her creditors cannot touch it, and she is under no personal liability. She is not subject to the ordinary process for the enforcement of debts; she cannot be committed to prison, though she may have ample means to pay; she cannot be made bankrupt except she trades separately from her husband, and even then, not by means of the usual act of bankruptcy, default in compliance with a bankruptcy notice. The restrain-on-anticipation doctrine, invented to protect her against her husband, is now a convenient means to enabling her to defraud her creditors. In this particular matter women have got their rights and something more. I do not think it falls within the province of this society to promote a reform of the general law so recently enacted by the wisdom of Parliament. Moreover, I see no use in moving resolutions which only operate as "recommendations to the Council." Sooner or later, however, as women begin to appreciate their advantages under the present state of the law, it seems to me that (1) the decision in *Palliser* v. *Gurney* ought to be reversed, either by a superior court or the Legislature; (2) that married women ought to be liable to be committed for non-payment of their debts where they have means to pay, whether they are restrained from anticipating their property or not; (3) that their property, subject to restraint on anticipation ought to be made available for payment of their debts, excepting, perhaps, debts incurred on behalf of their husbands.

Hire and Purchase System.

Mr. G. E. Rawnsley (Bradford) read the following paper:—

The present paper owes its existence to a desire—the outcome of my own personal experience of hire and purchase agreements—to place before my professional brethren some of the more glaring evils of the system as they are seen in its application to the hire and purchase of household furniture by the working classes. My subsequent remarks, therefore, will be limited principally to this particular view of the subject. Bearing in mind this limitation, which I have designedly placed upon the scope of this paper, I think it may be safely asserted that the system is, comparatively speaking, the growth of recent years. Most of us are, of course, more or less acquainted with the numerous reported cases upon the subject of *hiring* agreements (as opposed to *hire and purchase* agreements) dating from *Ex parte Emerson, Re Hawkins* (41 L.J. Bank. 20), decided by Bacon, C.J., in 1871, down to the present time. All these cases, however, or at all events all those decided prior to a very recent period, are decisions either in bankruptcy matters between the trustee and the lender, or in interpleader issues between the execution creditor and the lender. In the former cases the issues were invariably fought under the order and disposition clause of the Bankruptcy Act, and in the latter under the Bills of Sale Act. It it only during the last two or three years that we have heard of litigations "Lender *versus* Hirer," on hire and *purchase* agreements, and those are the actions which really give us an insight (slight thought it is) into the working of the system, and reveal to us the opportunities for moral fraud and malpractice which it not only affords, but actually invites. The system is not based upon any peculiarity in our laws, but simply upon the special form of the agreement between the contracting parties. The agreement is almost invariably in writing; but there appears to be not the slightest reason why it should not be a verbal one. (*Vide Ex parte Brooks, Re Fowler*, 23 Ch. D. 261.) In that case Fowler's household furniture having been seized under a *fi. fa.*, Brooks, a friend of the execution debtor, purchased it from the sheriff at a valuation, and then *verbally* hired it to Fowler at a rent equal to 5 per cent. per annum on the purchase-money, until Fowler should be able to repurchase the furniture at the price given for it. Fowler remained in possession of the furniture, and used it just as before, until he filed a liquidation petition, when the trustee in the liquidation claimed the goods as being in the order and disposition of the debtor as reputed owner with the consent of the true owner. The matter first came before the registrar of the county court acting as judge; and afterwards on appeal before Bacon, C.J.; and finally before the Court of Appeal, composed of Jessel, M.R., and Baggallay and Lindley, L.JJ. Winslow, Q.C., J. T. Dodd, and Cyril Dodd appeared for the trustee before the Chief Judge and the Court of Appeal; and from the very beginning of the matter in the county court, to its final decision in the Court of Appeal, there does not appear to have been the slightest suggestion, either on the part of counsel for the trustee or the learned judges, that the agreement was invalid by reason of its not having been put into writing. That point appears to have been absolutely untouched upon, and it may therefore, I think, be accepted as good law that a hire and purchase agreement need not necessarily be in writing. The agreement between the lender and the hirer usually takes the form of a letting and hiring at a weekly rent, varying in amount according to the value of the goods, with a provision that upon such weekly payments, amounting to a stipulated sum, the whole of the goods shall become the property of the hirer. A clause is also inserted whereby in case of default in payment of any instalment, or breach of any part of the agreement, all previous payments are forfeited to the lender, who is empowered to take forcible repossession of the goods if necessary. It will thus be seen that the hirer never has any property in the goods until all the instalments are paid, and that until that time they are his for the mere purpose of using them only. This has been very clearly and emphatically emphasized by the Court of Appeal in the case of Cramer & Co. *v.* Carlton, reported in the *Times* of May 9th, 1884. That case is so important as a statement of the most hopeless position of the hirer on default in payment of an instalment, that I regret it has not been included in the regular legal reports, especially as the *Times* of that date is now out of print. Under these circumstances, I think I need not offer any apology for giving you the facts of that case, and the judgment, *verbatim*, as they appeared in the report to which I have just referred.

[*Extract from the "Times," May 9th*, 1884.]

Court of Appeal.—Cramer & Co. *v.* Carlton.

This was an action brought by Messrs. Cramer & Co., the well-known music publishers, against the defendant to recover possession of a piano let to them by the plaintiffs on the purchase-hire system. In July, 1879, the defendant's mother entered into an agreement for the hire of the piano in question. It was stipulated that, upon the sum of 60 guineas being paid to the plaintiffs in twelve quarterly instalments of 5 guineas each, the piano should belong to the hirer, and that, upon default in punctual payment of any instalment, the instalments previously paid should be forfeited to the plaintiffs, who should be entitled to resume possession of the instrument. It further provided that, until full payment of 60 guineas, the piano should remain the absolute property of the plaintiffs, and was only lent on hire to the hirer. Instalments amounting to 50 guineas were duly paid, but the instalments due in January and April, 1882, respectively fell into arrear. On the 22nd of May, however, 10 guineas, the amount of the instalments, was duly tendered to the plaintiffs, who refused it on the ground that it was too late, and in November they demanded possession of the piano. The defendant, to whom it had been transferred, having refused to give it up, the present action was brought. Mr. Justice Lopes, who tried the case, gave judgment for the plaintiffs, and from his decision the defendant Carlton appealed. Mr. Tindal Atkinson (Mr. Cababé with him) argued in support of the appeal, but the Court, without calling upon Mr. Wormald, who appeared for the respondents, Messrs. Cramer & Co., dismissed the appeal. The Master of the Rolls said the agreement must be construed according to its plain words. Until the whole 60 guineas was paid, the piano remained the sole property of the plaintiffs, and if default was made in the payment of any instalment, they had the right to resume possession of it unless there was something to take away that right. It had been argued that the tender of the money after the right to possession had accrued would take away the plaintiffs' right and leave the piano the property of the defendant, but he could not assent to that contention. The plaintiffs were entitled to recover the piano or its value. Lord Justice Bowen gave judgment to the same effect. Lord Justice Fry was of the same opinion. The agreement was primarily one for the hire of the piano, but in the event of the instalments being paid punctually, they were to be treated as purchase-money. The condition was punctual payment, but it was now said that an unpunctual payment was sufficient. He could not adopt that argument, and it was not, in his opinion, a case for equitable relief. A perusal of this report at once conjures up to the mind the trial scene in the "Merchant of Venice," and one instinctively repeats Portia's words, "The law allows it, and the court awards it." The decision in Carlton's case practically amounts to this, that if a person agrees for the hire and purchase of goods of the value of (say) £50, payable by fifty instalments of £1 each, and he punctually pays forty-nine instalments, but misses the fiftieth even for a day, and notwithstanding that he goes to the lender the following day and tenders the overdue instalment, yet nevertheless the lender may refuse the instalment and fetch back every atom of the hired goods. "The law allows it, and the court awards it"—and to use the words of Fry, L.J., "it is not a case for equitable relief." It is not my intention to quarrel with the exposition of the law as laid down in *Cramer* v. *Carlton*, but rather with the law itself, and I contend that the sooner we have this particular branch of the law placed under suitable restriction the better it will be for everybody concerned, except, perhaps, the furniture dealer. I may say that in the course of my practice there have been very many painful cases brought to my notice, vividly illustrating the great oppression and tyranny which the furniture dealer daily exercises under the cloak of the hire and purchase system. Many of you are, of course, well acquainted with the *modus operandi* of the furniture dealer, which (with apologies to Bret Harte)

> . . . I wish to remark,
> And my language is plain,
> That for ways that are dark,
> And for tricks that are vain,
> The *furniture dealer's* peculiar,
> Which the same I would rise to explain.

The working man's first thought after deciding upon marriage is naturally as to the ways and means of providing a home for himself and wife. He probably has no funds, but he is met on every hand with advertisements offering furniture upon terms of ridiculously easy payments, and, given health and strength, he calculates that he will soon be able to pay for any furniture he may get on credit. He does not think at the moment, but the sequel proves to him, that these specious offers are merely a paraphrase of the old invitation to "step into my parlour." He finally makes up his mind to visit one of the many advertisers. He is often ignorant and illiterate, and, as a general rule, has never heard of the hire and purchase system, or, if he has heard the phrase, as it may sometimes happen, he knows nothing whatever of it, or of the absolute powers possessed by lenders under it. The advertisements which he has read are generally merely offers to supply furniture upon terms of easy payments, *without any reference to hire and purchase*, and therefore, when he goes to arrrange terms, he simply tells the dealer what he wants. The furniture is sometimes selected by the customer;

but, as often as not, a list of the articles required is supplied to the dealer, who subsequently delivers such articles and at such prices as he thinks fit. The prices are often not known to the hirer until some days after he has got the goods, when he receives a "pass-book" by post containing a list of the articles and the prices. If he then finds the prices higher than he expected, he probably considers it too late to complain, and he decides not to create any unpleasantness by mentioning the matter to the dealer, as the payments seem so easy that he will soon be able to pay off the amount. At the first or second interview between lender and hirer a printed paper is produced, and the customer is asked in on off-hand manner to "*sign for the furniture.*" This he usually does without any questioning, and the paper is afterwards filled up by the dealer with such particulars as he, in his absolute discretion, chooses to insert. The terms of it are not known to the hirer until, may be, he commences legal proceedings against the lender some months later, consequent upon the forcible removal and confiscation by the latter of the hired goods. After the goods are supplied, the instalments are for some time paid punctually as they become due; but, in the course of a few months, sickness, loss of employment, or some other cause renders it impossible for the hirer to pay with the same regularity as formerly. It is to the dealer's interest that the instalments should get into arrear, and therefore he makes no complaint, and, in fact, when he finds people paying more regularly than he likes, he will suggest to them that if they find it inconvenient to pay the instalment at any time, they need not trouble themselves about it, as they can pay it afterwards. In this way the instalments fall into arrear, and then the dealer watches his opportunity, and at the very moment when the hirer is within measurable distance of being able to consider the furniture his own, the dealer, without the slightest warning, swoops down upon the house and carries off every atom of furniture. He often does not hesitate, if he finds it necessary or to his interest, to overstep the powers which his agreement gives him, and he has little or no fear as to his conduct in this respect being questioned before a competent tribunal, as in ninety-nine cases out of one hundred his victims, when he has finished with them, are so crushed that they are absolutely powerless to help themselves, and they are also too poor and too ignorant of his powers to think of punishing him. This is by no means a fancy picture. The drama is being enacted and re-enacted daily. In one case which came before me some three or four years ago, in which I was consulted by the hirer, my client had obtained goods from a furniture dealer under an arrangement for payment of a deposit of 10s. and instalments of 3s. per week. The deposit was paid, and afterwards, for a period of fifteen weeks, the agreed sum of 3s. per week was paid punctually. The hirer then obtained further goods, and on this ground agreed with the furniture dealer to increase his payments to 5s. per week. From this time he paid 5s. per week, and each payment was made punctually week by week as it became due, until, unfortunately, he fell out of employment, and his wife was taken ill. He explained his altered circumstances to the dealer, who consented to take smaller instalments. The hirer then continued to make the best payments he could, and never had any complaint of any sort from the dealer. When he obtained employment he paid an instalment of 6s., *and on the very same day, and after payment of that sum*, the dealer with a van and some men went to the house and took every article of furniture away. He even took the bed, and the hirer and his wife and child had to lie upon the floor in an empty house for nearly seven weeks, until they were able to get a new bed. Upon the hirer's wife going the same day (that of the seizure) to see the dealer, he asked her how much money she had got. She put her hand into her pocket, and brought out 15s., which she showed to him. He did not ask her *to give him* the money, *but he took it out of her hand*, and told her to go, take another house, and he would let them have the furniture back again. Afterwards, however, he absolutely refused to give up the furniture until he had been paid the whole of the arrears and all the future payments due in respect of the furniture, and also some arrears of rent which he had paid to the landlord. This was, as he knew at the time, quite an idle offer, as he was fully aware that the people were too poor to raise the sum which he wanted. He had thus, on the very day of retaking possession of the furniture, received £1 1s., which he retained in addition to the furniture, and declined to give up a single penny. The £1 1s. was the first full week's wages which the hirer had earned for some months, and when his wife had paid it to the furniture dealer, they had nothing whatever left to live upon during the following week. The dealer, in answer to a question by the hirer's wife whether their payments had not been made regularly, replied, "Your payments are very good, but you are in arrear"; and then for the first time the hirer was told that he had signed to pay 5s. per week from the very beginning, and not 3s. By way of interpolation, I may here say that there is one point bearing upon the question of arrears and the right of seizure which I have never yet heard argued, and it is this: Does the receipt of an instalment waive the dealer's right of resuming possession of the goods for any default or cause of seizure arising prior to that payment? In my opinion it does, exactly in the same manner that a lessor may in various ways (one of which is the acceptance of rent after knowledge of the act of forfeiture by the lessee) waive his right of re-entry. The dealer, when he has once more obtained possession of the goods, either sells them as second-hand furniture or has them renovated and repolished, and sent out again to another customer, who, of course, falls a victim in his turn. I am speaking from memory, but I think I recollect, some years ago, hearing Mr. W. T. S. Daniel, a former county court judge of No. 11 Circuit, characterise some unscrupulous furniture dealers who were before him on a hire and purchase agreement, as "human vultures, who feed on the very vitals of the poor." This is no doubt extremely strong language, but I have not the slightest hesitation in saying that it is no stronger than the facts of sadly too many cases under the hire and purchase system fairly justify. Having seen some of the hardships of the system from the hirer's point of view, I think you will agree with me that for their protection alone some legislative remedy is urgently needed. I am, of course, prepared to hear objections to this on the ground of the interference with freedom of contract, grandmotherly legislation, &c. My answer to this is simply to refer you to the Truck Acts and similar enactments for the protection of the working classes. There are other grounds, however, upon which I contend that the system should be placed under statutory regulation. One of these is that frauds are frequently practised by the hirers dealing with the goods as their own property, and selling them to innocent purchasers, who are afterwards bound to give them up to the lenders. In these cases, of course, the hirers are liable to prosecution as fraudulent bailees—that is, if they can be found when wanted. Another ground is that landlords are daily defrauded of their rents, for, unlike the holders of bills of sale, who cannot remove or sell the goods for five days, the furniture dealer may step in and remove the goods at any hour of the day or night without a moment's warning. If the goods were fraudulently or clandestinely removed by the tenant in order to avoid a distress for rent in arrear, the landlord would have his remedy by following and distraining the goods within thirty days. Once, however, they have been removed off the premises by the lender under a hire and purchase agreement, the landlord has no remedy whatever, except in a county court action against the tenant, which, under the circumstances, would probably prove fruitless. There is also another, and probably the most important, ground of all, namely, the deception of the world at large, and the creditors of the hirer in particular, who deal with him upon the assumption that the furniture in his house is his own. James, L.J., in *Ex parte Lovering, Re Jones* (9 L. R., C. A. 624), said: "I am not at all prepared to say that it is a common thing for a reputable tradesman, who is the owner apparently, or at all events the rated occupier, of a certain house, and in a large way of business, not to be the owner of the goods and ordinary furniture which are being used and broken and chipped from day to day in his place, but merely to be renting the furniture at an extravagant weekly rent. If it were known that this was the position of a tradesman, I think it would certainly very seriously weaken his credit, both with wholesale dealers and with his bankers." In *Ex parte Brooks, Re Fowler* (*vide supra*), Jessel, M.R., in his own vigorous language, said: "I think this is one of the most hopeless appeals I have ever listened to. The suggestion is that a man living in a house of his own full of furniture is not to be taken to be the owner of the furniture. It is suggested that the habits of English society have become so changed by furniture dealers occasionally letting out furniture on a three years' hiring agreement that the public at large no longer attribute the ownership of furniture to the person who is in possession of it. That proposition strikes me as extravagant. It is not supported by any evidence; it is not in accordance with the old decisions, and it is not in accordance with my view of the law. I certainly should be surprised to hear that it is so common for a man to hire a whole house full of furniture, that the public are not entitled to assume that a man is not the owner of the furniture of his house." It seems unquestionably clear, from the two decisions to which I have just referred, that the public are entitled to assume, and to deal with a man upon the assumption, that the furniture in his house is his own; and bearing in mind the powers which are given by hire and purchase agreements, we are at once reminded that this was precisely the same state of things which brought about the enactment of the first Bills of Sale Act. The Bills of Sale Act, 1854, as you will remember, recited in the preamble "that frauds are frequently committed upon creditors by secret bills of sale of personal chattels, whereby persons are enabled to keep up the appearance of being in good circumstances, and possessed of property, and the grantees or holders of such bills of sale have the power of taking possession of the property of such persons to the exclusion of the rest of their creditors." It seems to me that every possible argument which was or could have been used for the purpose of obtaining the passing of the Bills of Sale Act might be equally used in support of some similar provision with respect to hire and purchase agreements. I venture to assert that it is absolutely illogical to have a Bills of Sale Act, whilst hire and purchase agreements are wholly without restraint or regulation of any sort whatever. The mischief is identically the same in both cases, except, perhaps, that the hire agreement is worse than a bill of sale, inasmuch as it produces less revenue, and is far more efficient than a bill of sale, which may sometimes be upset, whilst the hire agreement is seldom or never impeached. There is one most important case which I should much have liked to discuss, but the length which this paper has already reached prevents me doing anything more than just refer to the facts and the judgment. The case is that of *Redhead* v. *Westwood*, decided by Kay, J., in July last year, and is found reported in 4 T. L. R. 671. The facts were these: Redhead applied to Westwood for a loan, to which the latter at first objected. Redhead then suggested a sale of the furniture to Westwood, and a subsequent resale to Redhead on a hire and purchase agreement. This course was ultimately adopted. No receipt for the purchase-money, or any evidence of the sale, was given or taken, but a hire agreement was made out in the name of the purchaser as lender, and, upon its being signed by Redhead, the purchaser handed him a cheque for £100 purchase-money. Held by Kay, J., that the Bills of Sale Act did not avoid transactions, but documents simply. His lordship said that it was an agreement which no doubt was intended to evade the Bills of Sale Act, and its requirements as to registration. He thought the parties were to be congratulated on their ingenuity. The parties intended the transaction to be one of the loan of money, and a security for that loan was given in a form so as to completely evade the Bills of Sale Act. In conclusion, I would ask each of you to make independent inquiries for himself into the working of the system, and to let no reasonable opportunity escape of advocating a change of the law upon the subject. That a change must sooner or latter take place I have not the slightest doubt, and it seems to me that this subject offers a splendid opening for our Law Society or any member of Parliament to bring about desirable and beneficial legislation.

He moved: "That it be a recommendation to the council to use their best endeavours to promote legislation having for its object the registra-

tion of hire and purchase agreements in the same way as bills of sale and arrangements are now registered."

Mr. Dodd seconded.

Mr. Howlett (Brighton) said there was something to be said on the other side, and gave instances of the way in which the lenders of furniture were defrauded.

Mr. C. B. O. Geff (Chelmsford) spoke of the hardships to which public officials were exposed by the system, and gave instances where the sheriffs had been mulcted in heavy costs owing to their having sold furniture upon which such agreements existed. He would like to add to the resolution: "That, in addition, it should be obligatory on the owners of furniture-hiring agreements to notify the existence of such agreements to the sheriff of the county principallly concerned where the goods comprised in any hire agreement are for the time located."

Mr. J. H. Ellis (Southport), Mr. T. Dalton (Leeds), and Mr. White having spoken,

The amendment was negatived and the motion carried.

Copyhold Enfranchisement.

The following paper was read by Mr. E. Hepburn (London):—

Perhaps some remarks and suggestions gathered from actual practice of enfranchisements may be useful to those of my audience who have not had similar opportunities of gaining such experience. The most usual case of enfranchisement arises where a client holds copyhold property and wishes to build or improve it in some way, but is aware, from previous experience or local gossip, that if he does so, the value of the property being increased, the next fine payable (when arbitrary) will be also increased, and that the safest way of securing his outlay will be to enfranchise, if this can be done for a reasonable sum. His first question is, What will be the whole cost? and he expects an answer then and there, which he seldom gets. He is told that his solicitor will communicate with the steward, who may require the lord's surveyor to value the property, and that a good deal depends on the principle on which the lord and steward entertain proposals for enfranchisement. It is quite true he may, if he chooses, insist on enfranchisement through the Copyhold Commissioners, but this involves delay and expense, and, speaking generally, he will find it better in the long-run to try and come to some terms with the steward. To take, for instance, a copyhold cottage and garden worth about £8 per annum, held by fine arbitrary, at a quit-rent of 3d. relief of one year's quit rent, heriot of the best live beast, and other usual manorial suits and services. What would be a fair sum to offer to the steward as compensation for enfranchisement? How about the steward's fees? Should the title of the lord be investigated? These are the first points to be settled, and in answering them I would make the following suggestions:—

As to fines arbitrary.—I have presumed that the fine is arbitrary (that is, not fixed), and as such is often put at two years' annual value, and that it is payable on death or alienation. In a small enfranchisement like the present, speaking roughly, four years' annual value would be a fair compensation for the fines.

As to fines fixed.—Where these occur there is not much difficulty, as they are generally of small amount—2s. 6d. or 5s.—but two fines would no doubt be sufficient, or half the fine multiplied by the number of years' purchase, which we have assumed to be four, which would amount to the same thing.

As to quit-rents.—Twenty-five years' purchase is a fair offer.

As to reliefs.—The amounts are generally small, and often equivalent to one year's quit-rents; the compensation would be from 1½ to 2½ set of reliefs.

As to heriots arbitrary.—This is frequently an extremely difficult question to settle, and often depends upon the particular circumstances of the case, and the position in life of the tenant. To arrive at the mathematical value of a heriot, there can be no better way than that suggested by Mr. Rolla Rouse in his most able and practical work on Enfranchisement of Copyhold, viz.—"Ascertain the average amount received by the lord on the three last occasions on which heriots have been payable for each respective tenement." Then you have the value of one heriot. If the heriot is due on death only, two heriots would be sufficient; if on death or alienation, two and a half. But if the tenant has some remarkably good horses—I need hardly say that if he has racehorses—he will find the settlement of the heriot by no means an easy question, because, as every gentleman present is aware, on the death of a copyhold tenant liable to a heriot of the best live beast, if he possessed valuable racehorses, the best of these is immediately liable to be marked by the bailiff of the manor wherever it may happen to be found, whether in or out of the manor, and taken away and sold, if not redeemed. It naturally follows, that directly such a tenant becomes aware of his liability, he is anxious to enfranchise and get rid of it, especially as the right to a heriot is not barred by the statute of limitations.

As to the heriots fixed.—These are calculated almost exactly on the same footing as fines fixed.

As to timber.—One-fourth of the value is a fair offer where the lord has the usual rights.

Arrears of quit-rents.—If the tenant, as often happens when the quit-rent is small, has neglected for many years to pay it, he may expect a claim for six years (not longer, for obvious statutory reasons) in addition to the above amounts.

As to mines and minerals.—Owing to the difficulty in fixing a rule for ascertaining their value, these rights are excepted from the compulsory clauses of the Copyhold Acts, but where no benefit has resulted and no mines are being worked, one-fifth of the annual value of the property would be a fair offer; but, of course, if mines are opened at the time of offer, each case will depend on its particular circumstances, taking into consideration the present and probable future receipts.

As to building land.—If the property is likely to sell well for building purposes, the steward may possibly want the calculations to be made on the selling value for building purposes, and in the event of disagreement as to value, perhaps the easiest solution would be to say that the lord should have a definite proportion—say one-fifth—of the purchase-money.

Railway Company.—Similar considerations would arise on a sale to a railway company, where much would depend on the price given and the exact situation of the property.

Fines and fees due.—There should be some stipulation as to whether the fines and fees due at the time of offer are included in the sum proposed, as in the absence of any mention to that effect the steward will be entitled to these in addition.

Lord's title.—It is also customary to stipulate that the lord's title shall not be investigated, and where the property is small this is generally assented to as a matter of course; but where the property is large or valuable, it will be necessary for the solicitor acting for the tenant to bring before his client the risk of such a course of procedure, in the event of the lord being only a limited owner or the manor being in mortgage; and it seems only fair that in such a case the steward should produce the last conveyance and the title deeds, to get rid of these questions.

Steward's costs.—When the enfranchisement is by mutual voluntary agreement, the steward will draw the enfranchisement deed and expect the tenant to pay all the necessary legal expenses, and also his compensation, which is often put at one set of fees (£3 3s. to £5 5s.), on surrender and admittance for each tenement included in the enfanchisement, calculated according to the custom or usage of the manor; but when the enfranchisement is by award, the steward's compensation is regulated by the schedule to the Copyhold Act of 1887, which is a percentage on the amount of the enfranchisement consideration, in addition to costs of parchment or paper, map, plan, or stamps.

Freehold and Leasehold.—Sometimes the property may be freehold or leasehold of a manor, and held subject to a heriot quit-rent and relief only, and not liable to a fine. In such a case, the considerations for arriving at the agreement for enfranchisement will be similar to those above-mentioned, with the exception that there will be no calculation as to fines.

When the property the subject of enfranchisement is very valuable, it may be essential to go more accurately and minutely into the respective values of the fines and heriots, timber and minerals, taking into consideration the age of the tenant and the capabilities for improvement of the property; and there may be other customs incident to the particular manor (the customs of manors being many, and in some cases widely different) which should also be taken into account in arriving at the final amount; Rouse on Enfranchisement and Scriven on Copyholds, are the best authorities that can be consulted on these points. The Copyhold Commissioners have issued a table for the enfranchisement of ordinary copyholds of inheritance, subject to arbitrary fines, which may also be consulted with advantage, and is often acted upon.

Abolition of Copyholds.—This question has been discussed by the public, and Bills brought into Parliament in the usual way by gentlemen having a general idea of the gross anomalies affecting copyholds; but as these anomalies have existed many years, they have become vested rights, and to do away with them by some sweeping enactment without compensation would be a manifest injustice to the owners; and, on the other hand, to saddle poor and struggling tenants with an immediate pecuniary liability for the blessings of enfranchisement, which they may not desire or perceive the advantage of, would work hardship on them. It seems that the Legislature has gone as far as it practically can in providing methods by which the lord or tenant can compel enfranchisement, and by section 1 of the Copyhold Act of 1887 (50 & 51 Vict. c. 73) the power of the tenant to enfranchise is brought prominently to his notice by the fact that the steward is bound, under the penalty of inability to recover his fees, to give to every tenant on his admittance or enrolment a special notice, informing him of such power and the way in which the lord's compensation may be fixed, so that I think, for the present, copyholds will continue to exist.

Law of Rating.

The following paper was read by Mr. J. J. Coulton (Lynn):—

At the annual meeting of this society held in London, in June, 1887, I had the honour to read a short paper "On the Law of Rating." In that paper I suggested certain alterations, one being "The gross estimated rental to be the rateable value." The reason I gave was "the cost to the landlord of repairs, &c., does not affect the letting value, and therefore ought not to be deducted." In the discussion which followed, and in a very friendly correspondence which arose out of it, Mr. Payne, of Milverton, urged the injustice to the landlord of assessing the tenant at his full rent. The argument was ably and forcibly put, and requires careful consideration. It raises two questions—(1) whether the landlord is justly entitled to the relief which the law professes to give him, and (2) whether the law does really give such relief. I propose first to consider the latter. It is supposed that a tenant, in making his bargain, calculates what he will have to pay for rates, and therefore undertakes to pay the landlord an increased rent in consideration of the deduction he expects from his gross assessment in respect of his landlord's outlay in maintaining the hereditament in a state to command such rent. I doubt whether such close calculations are usually made, but I will assume that they are. It is also supposed that the state of repair of each hereditament is valued. But no such valuation is made, except in few and special cases, nor, were it made, could it be more than an estimate. A scale of deductions is fixed for each class of hereditament, uniform so far as the class to which it applies is concerned, no difference being made between a new house, on which little outlay for repairs is to be expected, and an old one, on which it will be heavy; or between land on which the gates and posts are sound, and land on which they are rotten. So that among properties of the same class, the deduction is uniform, and, as one class usually preponderates, this is nearly the same thing as no deduction at all. It seems to me that the

only way to give the landlord the relief to which the argument (and the Assessment Acts) suppose him entitled, would be to assess the tenant on the full rent, and to pay the landlord, at the end of every year, so much of the rate as is proportioned to the sum expended by him for repairs, &c., during that year, a sufficient penalty being provided for fraudulent claims. The additional trouble and account keeping which this would involve is not, I think, a valid objection. Whether the landlord is justly entitled to these deductions is, perhaps, hardly a question for discussion here. I must, however, observe that in this matter the Legislature is not quite consistent with itself, since no such deductions are authorized by the Income Tax Acts, nor are, in fact, made under Schedules A and B, which charge ownership and occupation. Yet here again is an anomaly. Hereditaments used for large commercial undertakings, such as docks and railways, are assessed, not in the schedules named, where no deduction for the exceptionally heavy cost of maintaining those expensive works could be allowed, but in Schedule D, which charges income, and in which such cost is allowed as a deduction from the profits of the undertaking. Surely these differences ought not to exist. The Legislature ought to decide whether deductions for maintenance are just. If just, they ought to be made on every hereditament, and in both assessments, and to be so made as to be real and not illusory.

He moved: "That the question of consolidating and amending the Acts relating to assessments of real estate deserves attention," and this was unanimously agreed to.

VOTES OF THANKS.

Votes of thanks were cordially passed to the Leeds Law Society and the hon. secretary, Mr. Marshall, for having entertained the visitors; to the Mayor and Corporation of Leeds for the use of the Town Hall; to Mr. Alderman Woodhouse and Mr. Munby, who were to entertain the visitors at York and at Swinsty; to the manufacturing firms who had thrown open their works for inspection; to the readers of papers; and to the president.

The works of numerous firms were open to the inspection of the visitors; and on Wednesday evening a conversazione was held in the Fine Art Gallery of the Municipal Buildings, Calverley-street, the president of the Leeds Law Society receiving the guests. On Thursday there were excursions to Ripon and Fountains Abbey; Malham, Gordale, and Settle; York; and Farnley and Washburn.

SOLICITORS' BENEVOLENT ASSOCIATION.

The half-yearly meeting of the association was held at Leeds on Wednesday, Mr. T. MARSHALL (Leeds), on the motion of the president of the Incorporated Law Society, seconded by Mr. F. H. JANSON (London), presiding.

The report stated that since the last meeting in March, 1889, 129 new members had been admitted, making a total of 3,224; of these 1,156 were life, and 2,068 annual subscribers. During the six months ending the 30th of June, 1889, the receipts from all sources had amounted to £3,119 11s. 7d., of which the following is a summary:—Life subscriptions £262 10s., new annual subscriptions £100 16s., donations £506 16s., arrears £21, renewals £972 6s., dividends £874 16s. 4d., legacies, &c., £330 2s. 3d., festival tickets £51 5s.; 83 grants had been made from the funds amounting to £1,628.

The CHAIRMAN, in moving the adoption of the report, observed that it shewed satisfactory and steady progress. This was the third time the association had met at Leeds. They had met first in 1864, in which year they distributed £150; again in 1874 when their disbursements had increased to £1,360 or £1,370, and now in 1889, when the disbursements for the year up to the present time had reached £3,586. It was obvious that these increased demands meant that there must be an increased income, and he urged the necessity of obtaining fresh subscribers. He also expressed a hope that a time would come when the association would be in such a satisfactory position as to be independent of the annual festival.

Mr. F. H. JANSON (London) seconded the motion, and after some remarks from Mr. H. BRAMLEY (Sheffield) it was agreed to.

Mr. J. HUNTER (London) moved a resolution requesting the directors to take into consideration the desirability of forming some such fund as those spoken of in Mr. Purves's paper with regard to funds for Scotch widows read at the meeting of the day before.

The PRESIDENT of the Incorporated Law Society seconded the motion, which was carried, and votes of thanks to the directors and others were given.

LEGAL NEWS.

OBITUARY.

The Right Hon. JOHN DAVID FITZGERALD, Lord FITZGERALD, Lord of Appeal in Ordinary, died at his brother's residence, 22, Fitzwilliam-place, Dublin, on the 15th inst., at the age of seventy-three. Lord Fitzgerald was the son of Mr. John David Fitzgerald, of Dublin, and was born in 1816. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1838. He quickly obtained business, and he became a Queen's Counsel in 1847, and a bencher of the King's-inn in 1855. In 1852 he was elected M.P. for the borough of Ennis, in the Liberal interest, and in 1855 he became Solicitor-General for Ireland in the first Government of Lord Palmerston. He became Attorney-General in the following year, and a member of the Irish Privy Council. He retired with his party in February, 1858, but in June, 1859, on the return of Lord Palmerston to office, he resumed the position of Attorney-General. In the following year he was appointed a puisne judge of the Court of Queen's Bench in Ireland, and he occupied that position for twenty-two years. He tried several of the Fenian prisoners in 1866, and in 1881 he presided at the Land League trial. He was for some time a Commissioner for National Education in Ireland. In 1882 he was appointed a Lord of Appeal in Ordinary, and he was at the same time created a life peer, with the title of Baron Fitzgerald of Kilmarnock, and was sworn in as a member of the Privy Council in England. As a law lord his courtesy and kindness of disposition rendered him very popular with the bar. Lord Fitzgerald was an honorary LL.D. of the University of Dublin, and a bencher of Gray's-inn. He was married, first, in 1846, to the second daughter of Mr. John Donohoe, of Dublin, who died in 1850, and secondly, in 1860, to the Hon. Jane Southwell, daughter of the Hon. Arthur Southwell, and sister of the fourth Viscount Southwell. He leaves seven sons and six daughters. His eldest son is Mr. David Fitzgerald, Q.C., county court judge for Westmeath. His second son, Mr. John Donohoe Fitzgerald, was called to the bar in Ireland in Trinity Term, 1872, and is a member of the South-Eastern Circuit. His third son, Mr. Gerald Fitzgerald, was called to the bar in Ireland in 1871, and has recently received a silk gown.

Mr. JOSEPH GODFREY HUMPHRY, solicitor, of 12, Fenchurch-avenue, London, who died at 41, Eaton-place, Brighton, on the 20th of September, in the fifty-sixth year of his age, was the fourth son of the late Mr. George Humphry, of the firm of Wilde, Rees, Humphry, & Wilde, of College-hill, London. He was born at Balham-hill in the year 1834, and educated at Tonbridge School. He was articled to his father, and was admitted a solicitor in 1857. After serving a few years in his father's office, he entered that of Messrs. Symes & Co., of which firm he subsequently became a partner. Mr. Humphry never married.

Mr. JOHN BIDLAKE, solicitor, of Wellington, died on the 9th inst., after six months' illness. Mr. Bidlake was admitted a solicitor in 1860, and he had a large practice at Wellington. He was registrar of the Wellington County Court (Circuit No. 27), clerk to the Wellington Improvement Commissioners, coroner for the Wellington district of Shropshire, and secretary and solicitor to the Wellington Gas Co. His son, Mr. George Bidlake, who was admitted a solicitor in 1884, is deputy-coroner for the Wellington district.

Mr. EDWARD DELVES BROUGHTON, solicitor (of the firm of Broughton, Hensley, & Speakman), of Nantwich and Crewe, died at his residence, Wistaston Hall, Cheshire, on the 6th inst., at the age of seventy-three, after a long illness. Mr. Broughton was the youngest son of the Rev. Sir George Broughton, Bart., and was born in 1816. He was admitted a solicitor in 1838, and he had practised for about half-a-century at Nantwich. He had been for many years in partnership with Mr. Thomas William Hensley and Mr. Charles Edward Speakman, who is clerk to the Crewe borough magistrates, to the Nantwich Board of Guardians, and to the Willaston and Church Coppenhall School Boards. Mr. Broughton was a perpetual commissioner for Staffordshire and Cheshire, and he was till recently clerk to the county magistrates at Nantwich, and registrar of the Nantwich and Crewe County Courts (Circuit No. 9). He was for several years chairman of the Nantwich Local Board. Mr. Broughton was buried at Wistaston on the 12th inst.

APPOINTMENTS.

Mr. SAMUEL BROWN, solicitor, of Salford, has been elected Clerk of the Peace for that borough. Mr. Brown is town clerk of Salford. He was admitted a solicitor in 1865.

Mr. ROBERT OWEN JONES, solicitor, of Portmadoc, Blaenau, and Betheada, has been appointed Clerk to the Festiniog School Board. Mr. Jones was admitted a solicitor in 1879.

Mr. ERRINGTON HUNTLY, solicitor, of Sunderland and Jarrow, has been appointed a Perpetual Commissioner for the County of Durham for taking the Acknowledgments of Deeds by Married Women.

Mr. JENKIN JONES, solicitor, of Swansea, Pontardawe, and Morriston, has been appointed a Perpetual Commissioner for Glamorganshire for taking the Acknowledgments of Deeds by Married Women.

Mr. HARRY HALLIDAY RICHARDSON, solicitor, of 2, Broad-street-buildings, and of Barnet, has been elected a Common Councilman for the Ward of Bishopsgate.

Mr. ALFRED PAGET HUMPHRY, barrister, has been appointed Secretary to the National Rifle Association. Mr. Humphry is the only son of Dr. George Murray Humphry, of Cambridge, and was born in 1850. He was educated at Rugby and at Trinity College, Cambridge, and he was called to the bar at Lincoln's-inn in Easter Term, 1875. He is bursar of Selwyn College and an esquire bedel to the University of Cambridge.

Mr. JOHN PETER GRAIN, barrister, has been appointed Standing Counsel to the Music Hall Proprietors' Protection Association. Mr. Grain is the eldest son of Mr John Grain, of Teversham, Cambridgeshire, and was born in 1839. He was called to the bar at the Middle Temple in Hilary Term, 1873, and he is a member of the South-Eastern Circuit.

Mr. FRANK TREHARNE JAMES, solicitor, of Merthyr Tydfil, has been appointed Clerk to the Guardians of the Merthyr Tydfil Union, Assessment Committee, and Rural Sanitary Authority, in the place of his father, Mr. Frank James, who has resigned. Mr. F. T. James was admitted in 1884.

Mr. J. S. Rubinstein, solicitor, of Raymond-buildings, Gray's-inn, W.C., has been appointed a Commissioner for taking Affidavits and Acknowledgments of Married Women for New Zealand.

Mr. Herbert Hankinson, solicitor, of Derby, who was admitted in 1882, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women for the county of Derby.

Mr. H. H. Richardson, solicitor, of 2, Broad-street-buildings, E.C., has been elected without opposition a Member for the Ward of Bishopsgate of the Court of Common Council. Mr. Richardson was admitted in February, 1879, and is a Clement's-inn prizeman.

Mr. Robert Innes, solicitor, of Manchester, has been appointed a Perpetual Commissioner to take Acknowledgments of Deeds by Married Women in and for the several counties of Lancaster and Chester.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Hervey Edward Murly and John Frederick Murly (Murly & Sons), solicitors, Bristol. Sept. 30.

Arthur Parsons and Reginald Ernest Smith (Parsons & Smith), solicitors, Nottingham and Long Eaton. Feb. 14. [*Gazette*, Oct. 11.

GENERAL.

The *Pall Mall Gazette* says that at a revision court in the North the person in the box was a quiet-looking old gentleman, over whom the political agents in court had been having quite a fierce duel. When order had been restored, the antagonistic political agent began another series of questions, but before he had proceeded very far the quiet old gentleman interrupted him as follows:—"Excuse me, gentlemen; it's no use you asking any more questions. You have already asked me so many that I no longer know who I am, what my name is, where I live, or what the number of my house would be if I did live anywhere; so I'll bid you good afternoon." With this caustic observation the old gentleman hobbled out of the box.

The Incorporated Law Society, says the *Times*, worthily represents a great and growing profession. However little the majority of people may enjoy the luxury of "going to law," everybody—except the man, happily not often met with, who insists on "having a fool for his client"—is glad, when that unpleasant necessity arises, to take refuge in his solicitor's office. But litigation furnishes only a small part of the work which, in our complicated modern society, has to be done for us by the solicitors. A vast amount of private administrative business, involving confidences of every sort and fiduciary obligations, formal and informal, of immense extent, is thus transacted, and it is astonishing that out of so many thousands of practitioners so very small a number should be guilty of breach of trust, and that so high a standard both of competence and integrity should be maintained with scarcely a trace of official intervention For this a debt of public gratitude is due to the Incorporated Law Society, a body of private gentlemen belonging to the solicitors' profession, who undertook, a little more than sixty years ago, the formidable task of supplying in their own sphere that control and coercive force that had long been derived by the bar from the Inns of Court. When the society received its charter in 1831 there was no proper test of fitness, educational or practical. Anyone could become a solicitor by simply serving his articles and paying his fees, just as he might serve his apprenticeship in any ordinary trade. By the efforts of the society an efficient system of legal education and of examinations has been established, and has now attained very large proportions. At the same time a constant and vigilant supervision has been exercised over the conduct of practitioners; and the punishment of malpractices has been secured by bringing the offenders under the notice of the court, and in grave cases getting their names struck off the rolls. These efforts have raised the solicitor's profession as a whole to a much higher level than it had reached at any former time. The Incorporated Law Society has grown in numbers and in influence as its labours have prospered, and the president, Mr. Keen, was able, in addressing the meeting at Leeds on Tuesday, to express a confident hope that the society would, at no distant date, include every working member of the profession, whether in London or in the provinces.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Thursday, Oct. 24	Mr. Rolt	Mr. Koe	Mr. Ward
Friday 25	Godfrey	Clowes	Pemberton
Saturday 26	Rolt	Koe	Ward
	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Thursday, Oct. 24	Mr. Pugh	Mr. Beal	Mr. Jackson
Friday 25	Lavie	Leach	Carrington
Saturday 26	Pugh	Beal	Jackson

WINDING UP NOTICES.

London Gazette.—Friday, Oct. 11.

JOINT STOCK COMPANIES.

Limited in Chancery.

Champion Fire Lighter Syndicate, Limited—Petn for winding up, presented Oct 7, directed to be heard before North, J, on Oct 26 Clulow, Gracechurch st, solor for petners

Heneys Great Indian Remedies, Limited—Petn for winding up, presented Oct 9, directed to be heard before Kay, J, on Saturday, Oct 26 Cridland Bedford row, solor for petners

Queen's Avenue Stores and Machine-made Bread Factory, Limited—By an order made by the Vacation Judge, dated Oct 2, it was ordered that the factory be wound up Langham, Bartlett's bldgs, Holborn Circus, agent for Langham & Co, Hastings, solors for petners

The Electric Apparatus Co, Limited—Creditors are required, on or before Nov 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur Pearson Friend, 4, Charing Cross, S.W.

The Halfpenny Letter Co, Limited—Creditors are required, on or before Nov 11, to send their names and addresses, and the particulars of their debts and claims, to George Thomas Wright and P E Lintilhac, 101, Leadenhall st Snell & Co, George st, Mansion House, solors for liquidators

The Jagersfontein and South African Diamond Mining Association, Limited—Creditors are required, on or before Nov 11, to send their names and addresses, and the particulars of their debts or claims, to T G W Wood, 16, Philpot lane Slaughter & May, Austin Friars, solors for liquidator

The Sailing Ship "Windermere" Co, Limited—Creditors are required, on or before Nov 7, to send their names and addresses, and the particulars of their debts or claims, to Joseph Sprott, 117, Leadenhall st Stibbard & Co, Leadenhall st, solors for liquidator

The St. Augustine's Diamond Mine, Limited—Creditors are required, on or before Nov 11, to send their names and addresses and the particulars of their debts or claims to Mr. James Lakeman, 30, St Swithin's lane

Victoria Co-operative Society, Limited, Tintwistle—Creditors are required, on or before Oct 25, to send their names and addresses to Mr. Samuel Dunkerley, Katherine st, Ashton under Lyne

County Palatine of Lancaster.

Limited in Chancery.

Sweeney Brick Co, Limited—By an order made by the Deputy of the Chancellor, it was ordered that the voluntary winding up of the company be continued Waddington, Burnley, solor for petner

The Sweeney Brick Co, Limited—Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims, to Robert Kay, Oswestry Waddington, Burnley, solor for liquidator

FRIENDLY SOCIETIES DISSOLVED.

Chertsey Female Friendly Society, Chertsey, Surrey Oct 7

Llansilin Provident Society, Hand Inn, Llansilin, Denbigh Oct 9

Sanctuary Alma, A.O.S., Durham Castle, Alexander st, Westbourne pk Oct 5

Sanctuary Matthews, A.O.S., Foresters' Arms, Eyre st, Sheffield Oct 5

Union Society, Lowton School, Rowton, Lancaster Oct 5

Suspended for Three Months.

Acorn Lodge, United Free Gardeners Friendly Society, Dan O'Connell Inn, Carribee st, Wolverhampton Oct 8

Endeavour Lodge, Philanthropic Institution Friendly Society, Montague Hotel, Crane st, Pontypool, Mon Oct 8

Prince of Wales Lodge, Wolverhampton Order of Odd Fellows, Blue Ball Inn, Hall End, Wednesbury, Stafford Oct 8

London Gazette.—Tuesday, Oct. 15.

JOINT STOCK COMPANIES.

Limited in Chancery.

Defries Safety Lamp and Oil Co, Limited—By an order made by Denman, J., dated Oct 3, it was ordered that the company be wound up Graham, Lonsdale chbrs, Chancery lane, solor for petners

Kent County Gold Mine Co, Limited—Petn for winding up, presented Aug 8, directed to be heard before North, J., on Saturday, Oct 26 Martin & Baker, Fenchurch st, solors for petner

Monte Christo Gold Mines, Limited—Petn for winding up, presented Oct 12, directed to be heard before Chitty, J, on Saturday, Oct 26 Julius, Finsbury circus, solor for petners

The Iron Crown Gold Mines, Limited—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Mylius Cohen, 20, Moorgate st Riley, Moorgate st, solor for liquidator

The "Lilburn Tower" Steamship Co, Limited—Creditors are required, on or before Nov 18, to send their names and addresses, and the particulars of their debts or claims, to Frederick Stumore, 34, Leadenhall st Crump & Son, Philpot lane, solors for liquidator

The Patent Automatic Knitting Machine Co, Limited—Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to J H Thornton, 227, Winchester House, Old Broad st Ingledew & Co, Fenchurch st, solors

The Staffordshire Farmers' Supply Association, Limited—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick Woolley, Stafford

County Palatine of Lancaster.

Limited in Chancery.

Morgan Mears & Co, Limited—Petn for winding up, presented Oct 14, directed to be heard before Bristowe, VC, on Monday, Oct 28, at 10.30, at the Assize Courts, Strangeways, Manchester Lloyd, Manchester, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

River Mersey Steam Service Protective Friendly Society, Flatmen's Bethel, Mann Island, Liverpool Oct 10

Suspended for Three Months.

Hurstpierpoint Tradesmen's Friendly Society, New Inn, Hurstpierpoint, Sussex Oct 10

Railway Signalmen's United Aid and Sick Society, Farringdon Hotel, Farringdon st Oct 10

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Oct. 11.

Alvey, Thomas, Broxholme, Lincs, Farmer. Nov 3. Andrews & Trotter, Lincoln

Bailey, Henry, Coates, nr Cirencester, Glos, Esq. Nov 11. Peake & Co, Bedford row

Bate, Thomas, Frodsham, Chester. Nov 12. Linaker & Linaker, Runcorn

Beer, James, Rumsum, Bishop's Tawton, Devon, Gardener. Oct 24. Harding & Son, Barnstaple

Bushby, Frank, Heene, Sussex, Market Gardener. Nov 10. Green, Worthing

Cockroft, Aaron, Birchincliffe, nr Huddersfield, Farmer. Nov 9. Lawton, Halifax

Coleman, Edward, Biddenden, Kent. Nov 8. Mace & Sons, Tenterden

Court, John, Stratford upon Avon, formerly Maltster. Nov 22. Slatter & Co, Stratford upon Avon

Hardwick, Sarah Bickley, Speldhurst, Kent. Oct 26. Preston, Tonbridge

Hathway, John, Lyneham, Wilts, Publican. Dec 1. Kinneir & Tombs, Swindon and Wootton Bassett

Hepworth, Martha, Fartown, Pudsey, Yorks. Nov 7 Tunnicliffe, Bradford

HILLYARD, WILLIAM, Luton, Beds, Grocer. Oct 29. Austin, Luton

HOLNBY, THOMAS DYSON, Wavertree, nr Liverpool, Esq. Dec 2. Garnett & Co, Liverpool

HYNDMAN, ELIZABETH, Heath Mount, Hampstead. Jan 1. Hyndman & Dickson, Belfast

JONES, JOSEPH, Cheadle, Chester, Labourer. Nov 20. Jepson & Son, Manchester

JONES, MARY ANN, Runcorn, Chester. Nov 30. Linaker & Linaker, Runcorn

LEAKE, GEORGE EDWARD, Belle Vue, Shrewsbury, Gent. Nov 30. Wade, Shrewsbury

LAWINGTON, JOHN, Chertsey, Surrey, Gent. Nov 13. Paine & Brettell, Chertsey

LONSDALE, JOHN, Laneside, within Haslingden, Lancs, Quarryman. Nov 12. Haworth & Broughton, Accrington

MEACOCK, EDWARD, Liscard, Chester. Dec 1. Whitley & Co, Liverpool

NEWTON, ISABELLA, Levenshulme, Lancs. Nov 1. Cooper, Manchester

PALMER, ANNIE, Durley, Southampton. Nov 30. Gunner & Renny, Bishop's Waltham, Hants

POWELL, MARY ANN, Shrewsbury. Nov 30. Wade, Shrewsbury

POWELL, WILLIAM, Shrewsbury, Machine Proprietor. Nov 30. Wade, Shrewsbury

ROEMER, Baroness CLEMENTINA VON, Hastings. Nov 30. West & Co, Cannon st

ROWLEY, JULIA, Homefield rd, Wimbledon. Nov 8. Caprons & Co, Saville pl' Conduit st

SLINGER, JAMES, Aisgill, in Mallerstang, Westmoreland, Yeoman. Nov 2. Hewitson, Kirkby Stephen

SMITH, HENRY HARRISON, Caistor, next Gt Yarmouth. Nov 20. Ellen & Holt, Gt Yarmouth

THOMPSON, ANN, Howden, Yorks. Nov 30. Nelson & Co, Leeds

TURNER, LUCY, Eaton. Jan 8. Keith & Co, Norwich

WATTS, Rev JOHN WILLIAM, Ryde, I W. Dec 2. Vallance & Vallance, Essex st, Strand

WHARTON, HANNAH, Pendleton, Salford. Nov 9. Stone & Co, Bath

WHITTAKER, JAMES, Accrington, Gent. Nov 12. Haworth & Broughton, Accrington

WILLIAMS, WILLIAM HENNAH, High rd, Kilburn, Bank Manager. Nov 14. Graham & Co, Chancery lane

WOOD, JAMES, Leicester, Gent. Nov 30. Berridge & Miles, Leicester

WOODFORD, HENRY PACK, Gravesend, Wine Merchant. Oct 25. Tufnel & Co, King's bench walk, Temple

London Gazette.—TUESDAY, Oct. 15.

AYRES, ELIZABETH, Lowestoft. Oct 30. Powell & Burt, St Swithin's lane

BELCHER, ELIZABETH, Gnosall, Staffs. Nov 9. Heane, Newport, Salop

BISHOP, RICHARD THOMAS, Panton st, Haymarket, Tailor. Nov 23. Keeble, Gresham st

BONCEY, RICHARD, Margate. Nov 30. Howard & Shelton, Tower chambers, Moorgate

BOSTOCK, SARAH, Cheadle, Chester. Nov 19. Jepson & Son, Manchester

BRISTO, WILLIAM, Victoria Hotel, Broadstairs. Nov 25. Woodbridge & Sons, Serjeant's inn, Fleet st

BURCHFIELD, WILLIAM, Tollington rd, Holloway, Gent. Nov 30. Wright & Pilley, Bedford row

BURTON, AMOS, Mortimer rd, De Beauvoir Town, Gent. Dec 10. Sheffield & Co, St Swithin's lane

DAVIES, EDMUND, Dilwyn, Hereford, Farmer. Nov 2. Lambe & Stephens, Hereford

DAVIES, ELIZABETH, Malpas, Mon. Nov 1. Phillips, Newport, Mon

FRANCIS, ANNA MARIA, Walsham le Willows, Suffolk. Nov 1. Woolnough & Co, Bury St Edmunds

HORN, JOSEPH, Barrow in Furness, Railway Inspector. Nov 1. Tyson, Dalton in Furness

HULL, JOHN, Willington, Durham, Corn Miller. Dec 10. J. & R. D. Proud, Bishop Auckland

JACKSON, MARTHA, Boston, Lincs. Oct 31. Waite & Co, Boston

KEMP, HANNAH, Dover. Oct 19. E. W. & V. Knocker, Dover

LEE, JOSEPH, Romford, Essex, Farmer. Nov 16. Hunt & Co, St Swithin's lane

MCBEAN, JAMES STEWART, Wellington st, Strand. Nov 17. Desborough & Son, Finsbury pavement

MELLOR, RICHARD, St Leonards on Sea, Gent. Nov 8. Phillips & Cheesman, Hastings

MUIR, EDWIN, Burnham, nr Maldon, Essex, Scripture Reader. Nov 13. Newton & Co, Gt Marlborough st, Regent st

PICKERING, THOMAS HODSON, Scarborough, Butcher. Nov 18. Royle, Scarborough

RATCLIFFE, JOHN WILLIAM, Blackburn, Stockbroker. Nov 9. Stones, Blackburn

ROSE, LUCY, Birmingham, Beer Retailer. Oct 31. Chinn, Birmingham

SERRELL, FRANCES, Langton Maltravers, Dorset. Nov 20. Bell & Co, Lincoln's inn fields

SMITH, CHARLOTTE, Horncastle, Lincs. Dec 31. Dee, Horncastle

SMITH, SAMUEL LAMBERT, Handsworth, Staffs, Gent. Dec 10. Blackham & Taylor, Birmingham

SMITH, WILLIAM, Fordham, Essex, Gent. Nov 26. Church, Colchester

STEVENSON, SARAH, Forest rd West, Nottingham. Nov 15. Heath & Sons, Nottingham

THORNTON, JOHN, Onslow gardens, South Kensington. Dec 1. Godden & Co, Old Jewry

WILLIAMSON, AMOS, Bradford, formerly Beer Retailer. Nov 12. Morgan & Morgan, Bradford

WOOD, WILLIAM, Haworth, Yorks, Timber Merchant. Nov 1. Barrett, Keighley

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 11.

RECEIVING ORDERS.

ARGENT, EDWARD JOHN, Crooked lane, Refreshment Contractor High Court Pet Sept 18 Ord Oct 7

BLACKMORE, WILLIAM, Dawlish, Devon, Dairyman Exeter Pet Oct 7 Ord Oct 7

BRAZENOR, ROBERT, Brighton, Taxidermist Brighton Pet Oct 7 Ord Oct 7

BROOKS, WILLIAM, North Allington, Bridport, Dorset, Carpenter Dorchester Pet Oct 8 Ord Oct 8

BROWN, ALFRED, Great Yarmouth, Journeyman Bricklayer Great Yarmouth Pet Oct 7 Ord Oct 7

BROWN, JOHN, Rochdale, Mineral Water Manufacturer Oldham Pet Sept 21 Ord Oct 8

BROWNING, WILLIAM, Cheddar, Somerset, Engineer Wells Pet Oct 8 Ord Oct 8

COOMBS, THOMAS HENRY, Old Hill, Winford, Somerset Farmer Bristol Pet Oct 8 Ord Oct 8

CREWS, JOHN HENRY, Newport, I. W., Wheelwright Newport Pet Oct 5 Ord Oct 5

CURTIS, CHARLES, Bradford, Pie Manufacturer Bradford Pet Oct 9 Ord Oct 9

DAVIES, HENRY, Denbigh, Bookseller Bangor Pet Oct 7 Ord Oct 7

DAVIES, ARTHUR, Birmingham, Tobacconist Birmingham Pet Oct 7 Ord Oct 7

DERRICK, WILLIAM AUGUSTUS, Tottenham, Engineer Edmonton Pet Oct 9 Ord Oct 9

GRIFFITHS, WILLIAM, Hengoed, Gellygaer, Glam, Innkeeper Merthyr Tydfil Pet Oct 8 Ord Oct 8

HEWITT, WILLIAM GEORGE, late of Kidderminster, Licensed Victualler Kidderminster Pet Sept 18 Ord Oct 2

HOARE, JAMES, HENRY GLOVER, and CHARLES GLOVER, Northam, Devon, Builders Barnstaple Pet Oct 8 Ord Oct 8

HOLLIDGE, SAMUEL, Great Portland st, Stationer High Court Pet Oct 9 Ord Oct 9

HUTCHINSON, HENRY TESDALE, Boulton, Derbyshire Clerk in Holy Orders Derby Pet Sept 27 Ord Oct 7

JONES, CHARLES, Kidderminster, Fishmonger Kidderminster Pet Oct 9 Ord Oct 9

KEATES, THOMAS, Burslem, Staffs, Tailor Burslem Pet Oct 7 Ord Oct 7

KING, GEORGE CHARLES, George st, Battersea Park rd, Corn Merchant Wandsworth Pet Oct 8 Ord Oct 8

LYNN, CULLEN, Loughborough, Leics, Grocer Leicester Pet Oct 8 Ord Oct 8

LYVER, TOM NELSON, Workington, Cumberland, Grocer Workington Pet Oct 8 Ord Oct 8

MAKINSON, ROBERT, Birkdale, nr Southport, Wheelwright Liverpool Pet Oct 7 Ord Oct 7

MATTHEWS, EDWIN DAVID THOMAS, Bedford row, Solicitor High Court Pet Aug 16 Ord Oct 2

NOBLE, WILLIAM, Swansea, General Dealer Swansea Pet Oct 9 Ord Oct 9

PARRY, OWEN MILLAR, Bethesda, Carnarvonshire, Tailor Bangor Pet Oct 7 Ord Oct 7

REID, EDWIN JAMES, Brighton, Civil Engineer's Clerk Brighton Pet Oct 7 Ord Oct 7

RENDELL, TOM LUSCOMBE, St Mary Church, Torquay, Carriage Proprietor Exeter Pet Oct 8 Ord Oct 8

RICHARDS, JOHN HANCOCK, Marwood, Devon, Maltster Barnstaple Pet Oct 8 Ord Oct 8

ROBERTS, WILLIAMS, Frindsbury, Farmer Bailiff Rochester Pet Oct 8 Ord Oct 8

ROBINSON, WILLIAM, Thanington, Kent, Late District Surveyor to the Bridge Union Rural Sanitary Authority Canterbury Pet Oct 7 Ord Oct 7

SHIRLEY, GEORGE JESSE, West Hartlepool, Accountant Sunderland Pet Oct 7 Ord Oct 7

SMITH, CHARLES, Cardiff, Stationer Cardiff Pet Oct 4 Ord Oct 4

SMITH, GEORGE ABEL, Manchester, Earthenware Dealer Manchester Pet Sept 30 Ord Oct 9

SMITH, GEORGE FABIAN, Bournemouth, Lodging house keeper Poole Pet Oct 7 Ord Oct 7

SMITH, NATHAN, Amersham, Bucks, Chemist Aylesbury Pet Oct 8 Ord Oct 8

STUBBS, HENRY, Roupell st, Lambeth, Carman High Court Pet Oct 8 Ord Oct 8

TEMPLEMAN, WILLIAM, Taunton, Builder Taunton Pet Oct 9 Ord Oct 9

WALLACE, EDWIN FRANCIS, Stockton on Tees, Commission Agent Stockton on Tees Pet Oct 8 Ord Oct 8

WATERTON, WILLIAM, Barnsley, late Blacksmith Barnsley Pet Oct 7 Ord Oct 7

WHITEHOUSE, THOMAS, Scarborough, Lodging house keeper Scarborough Pet Oct 7 Ord Oct 7

WOODROW, WILLIAM, Kidderminster, Baker Kidderminster Pet Oct 8 Ord Oct 8

The following amended notice is substituted for that published in the London Gazette of Oct 1.

VIVIAN, WILLIAM HENRY, Loughton, Essex, Baptist Minister Edmonton Pet Sept 14 Ord Sept 29

FIRST MEETINGS.

ADAMS, HENRY, Fairburn, Yorks, Joiner Oct 18 at 11 Off Rec, Bond ter, Wakefield

BATE, JAMES, Philbrick ter, Nunhead lane, Peckham Rye, Builder Oct 22 at 12 33, Carey st, Lincoln's inn

BLACKMORE, WILLIAM, Dawlish, Devon, Dairyman Oct 21 at 11 Off Rec, 13, Bedford circus, Exeter

BROOKFIELD, WILLIAM, Sheffield, Licensed Victualler Oct 24 at 11 Off Rec, Figtree lane, Sheffield

BROWN, ALFRED, Great Yarmouth, Journeyman Bricklayer Oct 19 at 12 Off Rec, 8, King st, Norwich

CAVELL, EDWARD, Lower Walmer, Kent, Fishmonger Oct 24 at 12.30 Black Horse Hotel, Deal

CREWS, JOHN HENRY, Newport, I W, Wheelwright Oct 19 at 2 Holyrood chbrs, Newport, I W

DAVIES, HENRY, Carmarthen, Carpenter Oct 19 at 2 Off Rec, 11, Quay st, Carmarthen

EDWARDS, MORGAN, Aberystwith, Cardiganshire, Carpenter Oct 24 at 2 Town Hall, Aberystwith

HARRIS, JOHN, and HENRY POLMEAR, Truro, Cornwall, Ironfounders Oct 19 at 12 Off Rec, Boscawen st, Truro

HEWITT, WILLIAM GEORGE, late of Kidderminster, Licensed Victualler Oct 21 at 12.15 Hooper & Weston, Solicitors, Kidderminster

HODGETTS, CHARLES, Northfield, Worcestershire, Farmer Oct 22 at 11 25, Colmore row, Birmingham

HOLZAPFEL, ALBERT CHARLES AUGUSTUS, Fenchurch st, Merchant's Clerk Oct 31 at 12 33, Carey st, Lincoln's inn

HOWARD, THOMAS, Manchester, Farmer Oct 21 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester

HUTCHINSON, HENRY TESDALE, Boulton, Derbyshire, Clerk in Holy Orders Oct 18 at 3 Off Rec, St James's chbrs, Derby

JONES, CHARLES, Hereford, Provision Dealer Nov 1 at 10 2, Offa st, Hereford

JONES, DAVID, Carmarthen, Grocer Oct 19 at 11 Off Rec, 11, Quay st, Carmarthen

LASENBY, HARRY, Watford, Hertfordshire, Carman Oct 25 at 11.30 George Annesley, Solicitor, St Albans

LEE, BENJAMIN, Horsforth, Yorks, Commission Agent Oct 18 at 12 Off Rec, 22, Park row, Leeds

LINLEY-KENT, GEORGE WALTER, Liverpool, lately Merchant Oct 22 at 2 Off Rec, 35, Victoria st, Liverpool

MCGREGOR, ROBERT ALEXANDER, and WILLIAM THOMAS OSBORNE SMITH, Stapleton Hall yard, Stroud Green, Plumbers Oct 22 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

NEWLOVE, ROBERT ROBSON, Nottingham, Ironfounder Oct 18 at 12 Off Rec, 1, High pavemnt, Nottingham

PARRY, OWEN MILLAR, Bethesda, Carnarvonshire, Tailor and Draper Nov 7 at 12.15 Court house, Bangor

PEMBERTON, ADOLPHUS LEWIS, Gt Eastern st, Curtain rd, Cabinet Maker Oct 23 at 11 33, Carey st, Lincoln's inn fields

PLUMMER, JOHN STEPHEN, Pope's rd, Brixton, Sign Writer Oct 23 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

RENDELL, TOM LUSCOMBE, St Mary Church, Torquay, Carriage Proprietor Oct 21 at 11 Off Rec, 13, Bedford circus, Exeter
RIDDLE, JOHN, Amble, Northumberland, Engineer Oct 19 at 11 Off Rec, Pink lane, Newcastle on Tyne
RIMMER, JOHN, Halsall, Lancs, Farmer Oct 24 at 3 Off Rec, 35, Victoria st, Liverpool
ROBERTS, WILLIAM, Frindsbury, Kent, Farm Bailiff Oct 24 at 3 Off Rec, Week st, Maidstone
ROBINSON, WILLIAM, Thanington, Kent, late District Surveyor to the Bridge Union Rural Sanitary Authority Oct 25 at 9 30 Off Rec, 5, Castle st, Canterbury
SMITH, GEORGE FABIAN, Bournemouth, Lodging house Keeper Oct 21 at 4 The Criterion Hotel, Bournemouth
STOKES, THOMAS, Kidderminster, Broker Oct 21 at 12 Miller Corbet, Solicitor, Kidderminster
WALL, JOHN STEPHEN SHAW, Sheffield, Bradford, formerly Boot Dealer Oct 19 at 11 Off Rec, 31, Manor row, Bradford
WARDLE, THOMAS HOLMES, Radcliffe on Trent, Notts, Commission Agent Oct 18 at 11 Off Rec, 1, High pavement, Nottingham
WHITING, FREDERICK ROBERT BERRY, Liverpool, Hotel Manager Oct 22 at 12 Off Rec, 35, Victoria st, Liverpool
WILLIAMS, HARRY SPENCER, Newport, Mon, Boot Maker Oct 21 at 12 Off Rec, Bank chambers, Bristol
WOOD, WILLIAM, Cookridge, nr Leeds, Farmer Oct 18 at 11 Off Rec, 22, Park row, Leeds
WOODMAN, JAMES, Blackfriars rd, Publican Oct 22 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
WOODROW, WILLIAM, Kidderminster, Baker Oct 21 at 12.30 Hooper & Weston, Solicitors, Kidderminster

ADJUDICATIONS.

ADAMS, A. J., High rd, Tottenham, Provision Dealer Edmonton Pet Oct 3 Ord Oct 8
BRAZENOR, ROBERT, Brighton, Taxidermist Brighton Pet Oct 7 Ord Oct 8
BROOKFIELD, WILLIAM, Sheffield, Licensed Victualler Sheffield Pet Sept 23 Ord Oct 8
BROWN, ALFRED, Gt Yarmouth, Journeyman Bricklayer Gt Yarmouth Pet Oct 7 Ord Oct 7
BROWN, JOHN, Rochdale, Mineral Water Manufacturer Oldham Pet Sept 20 Ord Oct 8
CARNEY, CHARLES HENRY, Huddersfield, Whitesmith Huddersfield Pet Sept 19 Ord Oct 7
CLEVERLY, ROBERT, Croydon, Surrey, Corn Merchant Croydon Pet Oct 2 Ord Oct 8
CREWS, JOHN HENRY, Newport, I.W., Wheelwright Newport Pet Oct 5 Ord Oct 5
CURTIS, CHARLES, Bradford, Pie Manufacturer Bradford Pet Oct 8 Ord Oct 9
DAVIES, HENRY, Denbigh, Bookseller Bangor Pet Oct 5 Ord Oct 7
DAVIS, ARTHUR, Birmingham, Tobacconist Birmingham Pet Oct 7 Ord Oct 9
DERRICK, WILLIAM AUGUSTUS, Devon rd, Tottenham, Engineer Edmonton Pet Oct 9 Ord Oct 9
FORMAN, GEORGE, Pool's ln, King's rd, Chelsea High Court Pet Aug 27 Ord Oct 9
GRIFFITHS, WILLIAM, Hengoed, Gellyzaer, Glam, Innkeeper Merthyr Tydfil Pet Oct 8 Ord Oct 8
HEWETT, WILLIAM, Slough, Bucks, Butcher Windsor Pet Oct 3 Ord Oct 5
HEWITT, WILLIAM GEORGE, Kidderminster, Licensed Victualler Kidderminster Pet Sept 18 Ord Oct 4
HOARE, JAMES, HENRY GLOVER, and CHARLES GLOVER Abbotsham, Devon, Builders Barnstaple Pet Oct 8 Ord Oct 8
HOLLIDGE, SAMUEL, Gt Portland st, Stationer High Court Pet Oct 9 Ord Oct 9
JAMESON, JOSIAH, and MARY ANN JAMESON, Houndsditch, Wholesale Cutlers High Court Pet Aug 15 Ord Oct 7
JONES, CHARLES, Kidderminster, Fishmonger Kidderminster Pet Oct 9 Ord Oct 9
KEATES, THOMAS, Burslem, Staffs, Tailor Burslem Pet Oct 7 Ord Oct 7
KNOWLES, THOMAS DIXON, Chester, Innkeeper Chester Pet Oct 4 Ord Oct 9
LINLEY-KENT, GEORGE WALTER, Liverpool, late Merchant Liverpool Pet Sept 19 Ord Oct 9
LYNN, CULLEN, Loughborough, Leicestershire, Grocer Leicester Pet Oct 8 Ord Oct 8
MAKINSON, ROBERT, Birkdale, nr Southport, Wheelwright Liverpool Pet Oct 7 Ord Oct 7
MEATYARD, ARTHUR EDWARD, Reigate, Licensed Victualler Croydon Pet Oct 7 Ord Oct 8
MILLS, GEORGE, Kessingland, Great Suffolk, Wheelwright Great Yarmouth Pet Sept 25 Ord Oct 4
NOBLE, WILLIAM, Swansea, General Dealer Swansea Pet Oct 9 Ord Oct 9
NORMANTON, FARRAR, Barkisland, nr Halifax, Lime Merchant Halifax Pet Sept 30 Ord Oct 5
BARRY, OWEN MILLAR, Bethesda, Carnarvonshire, Tailor Bangor Pet Oct 7 Ord Oct 7
REED, JOHN, Burton crescent, Euston rd, Retired Fat Dealer High Court Pet Aug 17 Ord Oct 9
REID, EDWIN JAMES, Brighton, Civil Engineer's Clerk Brighton Pet Oct 7 Ord Oct 7
RENDELL, TOM LUSCOMBE, St Mary Church, Torquay, Carriage Proprietor Exeter Pet Oct 8 Ord Oct 8
RICHARDS, JOHN HANCOCK, Marwood, Devon, Maltster Barnstaple Pet Oct 8 Ord Oct 8
ROBERTS, WILLIAM, Frindsbury, Kent, Farm Bailiff Rochester Pet Oct 8 Ord Oct 8
SMITH, CHARLES, Cardiff, Stationer Cardiff Pet Oct 4 Ord Oct 4
WHITEHOUSE, THOMAS, Scarborough, Lodging House Keeper Scarborough Pet Oct 7 Ord Oct 7
WHITING, FREDERICK ROBERT BERRY, Liverpool, Hotel Manager Liverpool Pet Aug 28 Ord Oct 8
WOODROW, WILLIAM, Kidderminster, Baker Kidderminster Pet Oct 8 Ord Oct 9

London Gazette—TUESDAY, Oct. 15.

RECEIVING ORDERS.

BUCKLEY, HENRY, Derby, Hosier Derby Pet Oct 11 Ord Oct 11
CARNALL, JOSEPH, Sheffield, Journeyman Sawmaker Sheffield Pet Oct 10 Ord Oct 10
DAVIES, DAVID, Caemawr Clydach, nr Swansea, Labourer Swansea Pet Oct 11 Ord Oct 11
FLINDELL, EDWIN JOSEPH, Horton rd, Hackney, Publican High Court Pet Sept 2 Ord Oct 11
FOAD, CEPHAS, Whitstable, Kent, Builder Canterbury Pet Oct 11 Ord Oct 11
FROGGATT, WILLIAM, Pea Croft, Sheffield, Licensed Victualler Sheffield Pet Oct 10 Ord Oct 10
GALLAGHER, HUGH, Ouseburn, Newcastle on Tyne, Publican Newcastle on Tyne Pet Oct 12 Ord Oct 12
GARRUD, JOHN, John st, Hackney, Builder High Court Pet Oct 12 Ord Oct 12
HOAD, ROBERT JAMES, Rye, Sussex, Coal Merchant Hastings Pet Sept 28 Ord Oct 12
HUNT, ARCHIBALD EDMUND, Whitton, Market Gardener Brentford Pet Oct 9 Ord Oct 9
JAMIESON, BRAHAM, Great Portland st, House Agent High Court Pet Sept 11 Ord Oct 4
JANSON, HARRY, Burton rd, Kilburn, Gent High Court Pet Aug 29 Ord Oct 11
JOBLING, MARK ERNEST, Scarsdale villas, Kensington, Mining Engineer High Court Pet Aug 10 Ord Oct 11
KONIG, E., Jewry st, Aldgate, Tobacconist High Court Pet Sept 21 Ord Oct 9
LLOYD, GEORGE, Ferndale, Glam, Farm Labourer Pontypridd Pet Oct 10 Ord Oct 10
MATTHEWS, THOMAS, Oldham, Butcher Oldham Pet Oct 10 Ord Oct 10
MCCORMACK, JOHN ALFRED, Birmingham, Inspector of Police Birmingham Pet Oct 12 Ord Oct 12
MELLOR, LUKE, Church Gresley, Derbyshire, Innkeeper Burton on Trent Pet Oct 10 Ord Oct 10
MEYRICK, RICHARD, Treforest, Glam, Grocer Pontypridd Pet Oct 9 Ord Oct 9
OXBORROW, ARTHUR WILLIAM, Woodbridge, Suffolk, Chimney Sweeper Ipswich Pet Oct 11 Ord Oct 11
RADFORD, FREDERICK, Bedford, Gent Bedford Pet Sept 24 Ord Oct 11
RADFORD, JOHN HIKEON, Trent Bridge, Nottingham, Boatbuilder Nottingham Pet Oct 12 Ord Oct 12
ROSS, WILLIAM GORDON, Worcester, Coal Dealer Worcester Pet Oct 11 Ord Oct 11
SEDLEN, HENRY JOHN, Sturminster Newton, Dorset, Corn Merchant Dorchester Pet Oct 11 Ord Oct 11
SEDLEN, JOHN, TOM SEDLEN, and HENRY JOHN SEDLEN, Shillingstone, Dorset, Coal Merchants Dorchester Pet Oct 11 Ord Oct 11
SLATER, HENRY, Walworth rd, Furniture Dealer High Court Pet Oct 11 Ord Oct 11
SMITH, W., Upton, Essex, Builder High Court Pet Sept 16 Ord Oct 10
STEAD, WILLIAM, Bradford, Leather Dealer Bradford Pet Oct 12 Ord Oct 12

FIRST MEETINGS.

BAXTER, HEZEKIAH, commonly known as Joe Baxter, Huddersfield, Wholesale Fruit Merchant Oct 28 at 3 Haigh & Son, Solicitors, New st, Huddersfield
BEDINGFELD, R. B., Bury st, St James's Oct 25 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BEVAN, HOPKIN, Tonypandy, Glam, Collier Oct 23 at 2.30 Off Rec, Merthyr Tydfil
BISHOP, ALBERT BICKLEY, Atherstone, Warwickshire, Hat Manufacturer Oct 24 at 11 25, Colmore row, Birmingham
BRAZENOR, ROBERT, Brighton, Taxidermist Brighton Oct 22 at 12 4, Pavilion bldgs, Brighton
BROOKS, WILLIAM, North Allington, Bridport, Dorset, Carpenter Oct 22 at 1 Off Rec, Salisbury
BROWN, JOHN, Rochdale, Mineral Water Manufacturer Oct 23 at 2.45 Townhall, Rochdale
BROWNING, WILLIAM, Cheddar, Somerset, Engineer Oct 30 at 11.30 Off Rec, Bank chmbrs, Bristol
BUCKLEY, HENRY, Derby, Hosier Oct 23 at 3.30 Off Rec, St James's chmbrs, Derby
CARNEY, CHARLES HENRY, Huddersfield, Whitesmith Oct 23 at 11 Haigh & Son, Solicitors, New st, Huddersfield
CLIFFORD, WILLIAM EDWARD, High st, Peckham, Grocer Oct 29 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
COOMBS, THOMAS HENRY, Old Hill, Winford, Somerset, Farmer Oct 30 at 12 Off Rec, Bank chbrs, Bristol
CURTIS, CHARLES, Bradford, Pie Maker Oct 23 at 11 Off Rec, 31, Manor row, Bradford
DAVIES, ELEAZER, Ebbw Vale, Mon, Draper Oct 23 at 3 Off Rec, Merthyr Tydfil
ELBOROUGH, WILLIAM CHARRIERE, and A L ELBOROUGH, Lombard st, Company Promoters Oct 24 at 11 Bankruptcy bldgs, Lincoln's inn fields
GALLAGHER, HUGH, Ouseburn, Newcastle on Tyne, Publican Oct 26 at 11 Off Rec, Pink lane, Newcastle on Tyne
HEWETT, WILLIAM, Slough, Bucks, Butcher Oct 23 at 12 White Hart Hotel, Windsor
JAMES, THOMAS, Northwold bldgs, Stoke Newington Builder Oct 30 at 11 Bankruptcy bldgs, Lincoln's inn
JONES, JENKIN, Bronant, Lledrod Lower, Cardiganshire, Grocer Oct 24 at 2.30 Townhall, Aberystwith
KEATES, THOMAS, Burslem, Staffs, Tailor Oct 22 at 3 Off Rec, Newcastle under Lyme
KNOWLES, THOMAS DIXON, Chester, Innkeeper Oct 23 at 2.30 Bankruptcy Office, Crypt chbrs, Chester
LACHMAN, MAURICE, Upper Wimpole st Oct 30 at 12 33, Carey st, Lincoln's inn fields
LYNN, CULLEN, Loughborough, Leics, Grocer Oct 23 at 12.30 Off Rec, 34, Friar lane, Leicester
LYVER, TOM NELSON, Workington, Cumberland, Grocer Oct 24 at 12 67, Duke st, Whitehaven
MAKINSON, ROBERT, Birkdale, nr Southport, Wheelwright Oct 24 at 2.30 Off Rec, 35, Victoria st, Liverpool
MATTHEWS, THOMAS, Oldham, Butcher Oct 24 at 3 Off Rec, Priory chbrs, Union st, Oldham
MEATYARD, ARTHUR EDWARD, Reigate, Licensed Victualler Oct 23 at 3 119, Victoria st, Westminster
MELLOR, LUKE, Church Gresley, Derbyshire, Innkeeper Oct 24 at 11.45 Midland Hotel, Burton on Trent
SEMPER, J. R., Carlos st, Grosvenor sq Oct 25 at 11 33, Carey st, Lincoln's inn fields
SMITH, GEORGE, Ross, Herefordshire, Baker Oct 25 at 2 Wellington Hotel, Gloucester
TEMPLEMAN, WILLIAM, Taunton, Builder Oct 22 at 12.15 George and Railway Hotel, Victoria st, Bristol
TOWNSEND, SAMUEL ROBINSON, Newland, Kingston upon Hull, Licensed Victualler Oct 25 at 11 Off Rec, Trinity House lane, Hull
TURNER, WILLIAM ALFRED, Southborough, Kent, General Carrier Oct 23 at 2.30 Spencer & Reeve, Mount Pleasant, Tunbridge Wells
WALKER, FREDERICK HERBERT, and SAMUEL CHARRIER WALKER, Manchester, Wine Merchants Oct 22 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
WALLACE, EDWIN FRANCIS, Stockton on Tees, Commission Agent Oct 24 at 11.30 Off Rec, 8, Albert rd, Middlesborough
WARD, ROBERT, Whitby, Yorks, Innkeeper Oct 24 at 11.30 Off Rec, 8, Albert rd, Middlesborough
WEST, JAMES, New Clee, Lincs, Confectioner Oct 23 at 11 Off Rec, 3, Haven st, Gt Grimsby
WHITEHOUSE, THOMAS, Scarborough, Lodging house Keeper Oct 23 at 11 Off Rec, 74, Newborough st, Scarborough
WHITNEY, HENRY JAMES, Walsall, Journeyman Boot Maker Oct 24 at 11.15 Off Rec, Bridge st, Walsall
WILSON, HENRY, Stockton on Tees, Engineer Oct 24 at 11 Off Rec, 8, Albert rd, Middlesborough

The following amended notice is substituted for that published in the London Gazette, Oct. 1.

BELL, WILLIAM SPICER, East Retford, Notts, Licensed Victualler Oct 24 at 12.30 Off Rec, 31, Silver st, Lincoln

ADJUDICATIONS.

BAILEY, WILLIAM, Stainburn Bank, nr Otley, Yorks, Farmer Leeds Pet Sept 2 Ord Oct 7
BAXTER, HEZEKIAH, Huddersfield, Wholesale Fruit Merchant Huddersfield Pet Oct 5 Ord Oct 10
BLACKMORE, WILLIAM, Dawlish, Devon, Dairyman Exeter Pet Oct 7 Ord Oct 10
BRUSHFIELD, JOSEPH, Cheltenham, China Dealer Cheltenham Pet Sept 17 Ord Oct 11
CARNALL, JOSEPH, Sheffield, Journeyman Saw Maker Sheffield Pet Oct 10 Ord Oct 10
COOMBS, THOMAS HENRY, Old Hill, Winford, Somerset, Farmer Bristol Pet Oct 8 Ord Oct 12
DAVIES, DAVID, Caemawr Clydach, nr Swansea, Labourer Swansea Pet Oct 11 Ord Oct 11
FOAD, CEPHAS, Whitstable, Kent, Builder Canterbury Pet Oct 11 Ord Oct 11
FROGGATT, WILLIAM, Pea Croft, Sheffield, Licensed Victualler Sheffield Pet Oct 10 Ord Oct 10
LYVER, TOM NELSON, Workington, Cumberland, Grocer Workington Pet Oct 8 Ord Oct 10
MARSHALL, JOHN WILLIAM, Brighton, Greengrocer Brighton Pet Sept 26 Ord Oct 12
MATTHEWS, THOMAS, Oldham, Butcher Oldham Pet Oct 10 Ord Oct 10
MCCORMACK, JOHN ALFRED, Birmingham, Inspector of Police Birmingham Pet Oct 12 Ord Oct 12
MELLOR, LUKE, Church Gresley, Derbyshire, Innkeeper Burton on Trent Pet Oct 10 Ord Oct 10
MEYRICK, RICHARD, Treforest, Glam, Grocer Pontypridd Pet Oct 9 Ord Oct 9
NEWELL, FREDERICK, St John street rd, Clerkenwell, Boot Dealer High Court Pet Sept 2 Ord Oct 12
OXBORROW, ARTHUR WILLIAM, Woodbridge, Suffolk, Chimney Sweep Ipswich Pet Oct 10 Ord Oct 11
ROSS, WILLIAM GORDON, Worcester, Coal Dealer Worcester Pet Oct 11 Ord Oct 11
SHIRLEY, GEORGE JESSE, West Hartlepool, Accountant Sunderland Pet Oct 7 Ord Oct 10
SMITH, GEORGE, Ross, Herefordshire, Baker Hereford Pet Sept 19 Ord Oct 12
SMITH, GEORGE ABEL, Manchester, Earthenware Dealer Manchester Pet Sept 30 Ord Oct 10
STEAD, WILLIAM, Bradford, Leather Dealer Bradford Pet Oct 11 Ord Oct 12
STUBBS, HENRY, Roupell st, Lambeth, Carman High Court Pet Oct 8 Ord Oct 11

TURNER, WILLIAM ALFRED, Southborough, Kent, General Carrier Tunbridge Wells Pet Oct 3 Ord Oct 8
WADSWORTH, THOMAS, Barkisland, nr Halifax, Farmer Halifax Pet Sept 28 Ord Oct 12
WALKER, FREDERICK ALBERT, and SAMUEL CHARRIER WALKER, Manchester, Wine Merchants Manchester Pet Sept 30 Ord Oct 12
WILSON, HENRY, Stockton on Tees, Engineer Stockton on Tees Pet Sept 27 Ord Oct 11

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

YOUNG.—Oct. 15, at 22, Princess-road, Finsbury-park, the wife of Howard Young, LL.B., of Mark-lane, solicitor, of a son.

DEATH.

HALE.—Oct. 8, at Forest House, Hartfield, Bernard Hale, barrister, D.L. and J.P. county of Sussex, aged 84.

SALES OF ENSUING WEEK.

Oct. 21.—Messrs. BLAKE, HADDOCK, & CARPENTER, at the Mart, E.C., at 2, Freehold Properties (see advertisement, this week, p. 788).
Oct. 23.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., Freehold Estate and Property (see advertisement, Oct. 5, p. 4)
Oct. 24.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the George Hotel, Portsmouth, Freehold Residence and Land (see advertisement, Oct. 5, p. 4).
Oct. 24.—Messrs. HODGSON, at their Rooms, 115, Chancery-lane, Law Library of W. Pearson, Esq., Q.C. (see advertisement, this week, p. 788).
Oct. 25.—Messrs. BAKER & SONS, at the Mart, E.C., Freehold Family Residence (see advertisement, this week, p. 788).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

CROYDON.

An exceptionally choice Freehold Family Residence.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY, OCTOBER 25th, the detached FREEHOLD FAMILY RESIDENCE, known as Elderslie, 5, Duppas-hill-road, Croydon, five minutes from Waddon Station, and ten minutes from West, East, New, and South Croydon Stations, containing four reception rooms, 11 bed rooms, dressing and bath rooms, conservatory, domestic offices; stabling, pleasure grounds and gardens, vineries, glasshouses, &c. It is on the summit of Duppas-hill, in a high and healthy position, and commands extensive views over the Surrey hills, is unusually well built, and has for many years been in the occupation of the vendor, Jacob Bayliss, Esq., who will give possession on completion of the purchase. The residence is in excellent decorative repair, and from its easy access by both the Brighton and South-Eastern Railways from the City, and by the Brighton Line from the West End, is admirably adapted for the occupation of a London business man. Estimated rental value, £220 per annum.

Particulars of Messrs. Taylor & Taylor, Solicitors, 10, New Broad-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

BERMONDSEY.

By order of the Trustees of the Will of John Oastler, Esq., deceased.

MESSRS. C. D. FIELD & SONS are instructed to SELL by AUCTION, at the MART, on THURSDAY, OCT. 31, at TWO, in Lots, valuable FREEHOLD PROPERTIES, comprising six most substantially-built modern warehouses and factories, occupying the whole of the east side of White's-grounds, facing the brewery of Messrs. Day, Neakes, & Co., and abutting upon the London, Brighton, and South Coast Railway, and producing from high-class firms a rental of £925 per annum, and offering investments of a most secure character; also a dwelling-house being No. 81, Grange-road, let at the rent of £46 per annum.

Particulars and plan at the Mart; of Messrs Ford, Lloyd, Bartlett, & Michelmore, Solicitors, 4, Bloomsbury-square, W.C.; of Messrs. George Elkington & Son, Architects, 95, Cannon-street, E.C.; and of the Auctioneers, 57, Borough High-street (facing Southwark-street), S.E.

Valuable Professional Library of W. Pearson, Esq., Q.C., retiring from practice—Part of the Library of an Eminent Jurist; handsome Bookcases and Library Furniture.

MESSRS. HODGSON will SELL by AUCTION, at their ROOMS, 115, Chancery-lane, W.C., on THURSDAY, OCT. 24, and following day, at ONE, valuable LAW BOOKS, as above, comprising the Year-Books by Maynard, 11 vols.—the New Law Reports in all the Courts—The Law Times Reports, 59 vols.—The Weekly Reporter, 36 vols.—Reports in the various Courts of Common Law and Equity—House of Lords Cases—Admiralty, Irish, and Scotch Decisions—Text Books relating to the Law of Scotland—Works on International Law, Marine Insurance, Prize Law, and Church Discipline—a capital Selection of Recent Editions of the most useful Practical Works, and a few Classical and Miscellaneous Books—Handsome Bookcases—Library Furniture, &c.

To be viewed and catalogues had.

CROYDON.

To Trustees, Investors, and others.

£100 per annum, equal to a Ground-rent.

MESSRS. BLAKE, HADDOCK, & CARPENTER will SELL by AUCTION, at the MART, Tokenhouse-yard, City, on MONDAY, OCTOBER 21st, at TWO o'clock precisely, in One Lot, valuable FREEHOLD PROPERTIES, occupying an important area of about 2 acres in the centre of the town, the whole let under one repairing lease at a rent of £100 per annum, equal to a ground-rent, with reversion to an increasingly valuable estate.

Particulars and conditions of sale, with plan, of T. Parker Dixon, Esq., Solicitor, 13, Gray's-inn-square, W.C.; at the Auction Mart, City; and at the Auctioneers' Offices, 45, High-street, Croydon.

SALES BY AUCTION FOR THE YEAR 1889.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, Oct 22	Tues, Nov 5	Tues, Dec 3
	Tues, Nov 19	

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

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